To:

Auditor
County Counsel
George Jacob
Public Works
Woodland Jt. Unified
School District

BOARD OF SUPERVISORS
Yolo County, California

Date: August 21, 1979
Entry No. 9

File: GEN-30
Lands Leased. (Woodland Joint Unified School Dist. of Sutter & Yolo Counties)

SEE:
AGREEMENT BOOK

MINUTE ORDER NO. 79-661: APPROVED AGREEMENT NO. 79-325, WITH THE WOODLAND JOINT UNIFIED SCHOOL DISTRICT OF SUTTER AND YOLO COUNTIES, TO LEASE LAND BEHIND THE YOLO COUNTY YARD, CONTINGENT UPON THE DISTRICT APPLYING FOR AND RECEIVING A USE PERMIT FROM THE CITY OF WOODLAND; AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENT.

Upon motion of Supervisor Thompson, seconded by Supervisor Black, and duly carried, the above Minute Order and Agreement were approved by the following vote:

Ayes: Black, DeMars, Thompson, Edmonds, Marchand.

Noes: None.

Absent: None.

ORIGINAL

Agreement No. 79-325 With
The Woodland Jt. Unified
School District was not signed
by the School District. A New
Agreement has been approved.
See Agreement No. 79-414,
October 16, 1979

79-326

FILED

AUG 28 1979

PETER McNAMEE, Clerk

By [signature] DEPUTY

AGREEMENT NO. 79-32

(Head Caretaker at the Broderick Boat Ramp)

THIS AGREEMENT made and entered into this 28th day of August, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and DONNA FERGUSON, hereinafter referred to as CONTRACTOR.

W I T N E S S E T H:

WHEREAS, on the 10th day of June, 1974, by Agreement No. 74-98, COUNTY entered into an operation and maintenance agreement with the State of California, Department of Navigation and Ocean Development for development of the Broderick Launching facility wherein COUNTY agreed to provide all necessary maintenance and upkeep of said launching facility, said maintenance to include the keeping of the sanitary facilities in good repair and free from unsightly conditions, and debris accumulations; and

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent maintenance service for the Broderick Boat Ramp; and

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said Boat Ramp;

NOW, THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, do mutually agree as follows:

1. CONTRACTOR Agrees:

A. To serve as caretaker for the Broderick Launching Facility restrooms, and to open the restrooms in the morning not later than sunrise daily and to close said area not earlier than sunset or not later than 11:00 o'clock P.M., seven days a week, 365 days a year.

B. To empty the trash containers, re-stock toilet paper and towels as

necessary, and to keep the sanitary facilities in good repair and free from unsightly conditions and debris accumulations.

C. To notify COUNTY of any necessary repairs of the restroom building.

D. To be responsible for turning off and on the irrigation system at the launching facility.

E. To perform such other duties as may be necessary to maintain a proper facility.

2. COUNTY Agrees:

A. To pay to CONTRACTOR the sum of ONE HUNDRED SIXTY-FIVE and No/100 ($165) DOLLARS per month during the term of this agreement conditioned upon the CONTRACTOR's submitting a proper claim as may be required by the County Auditor-Controller.

B. To provide CONTRACTOR with the necessary supplies and equipment.

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained, and any such assignment without written consent of COUNTY first had and obtained shall be null and void.

4. It is specifically understood and agreed that CONTRACTOR is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. CONTRACTOR agrees to indemnify and hold the COUNTY harmless from any liability which CONTRACTOR may incur to the Federal or State Governments as a consequence of this contract.

5. The term of this agreement shall commence on the 1st day of October, 1979, and shall terminate on the 30th day of September, 1980.

This agreement may be terminated by either party hereto by a thirty (30) day written notice of intention to terminate said agreement.

6. This agreement supercedes Agreement No. 78-236.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California:

Bobby G. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

CONTRACTOR:

Donna Ferguson
DONNA FERGUSON

ATTEST:

PETER McNAMEE, COUNTY CLERK

By Pete E. Lucas Deputy

(SEAL)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Reginald A. Hall
DEPUTY COUNTY COUNSEL

FILED

AUG 28 1979

PETER McNAMEE, Clerk

By [signature] DEPUTY

AGREEMENT NO. 79-327

(Amendment of Lease Agreement)

THIS AMENDMENT OF LEASE AGREEMENT is made on August 28, 1979, between FRIENDS OF THE CLARKSBURG PUBLIC LIBRARY, hereinafter referred to as LESSOR, and the County of Yolo, a political subdivision of the State of California, hereinafter referred to as LESSEE, who agree as follows:

This amendment of lease agreement is made with reference to the following facts and objectives:

1. LESSOR and LESSEE entered into a written lease agreement dated August 25, 1975, known as Yolo County Agreement No. 75-264.

2. In said Agreement No. 75-264, LESSOR leased to LESSEE, and LESSEE leased from LESSOR, premises described as follows:

> All of Lots 5 and 6, Block K of Holland Land Co. Subdivision No. 10-A, Clarksburg, Yolo County, California, and, of the building located thereon, that portion of the said building which has heretofor been leased to "Lessee", for the purposes of housing the Clarksburg Branch Library, and which was the earlier constructed portion of the above described building, containing 1850 sq. ft. more or less; EXCEPTING THEREFROM the Southerly portion of the aforesaid building, which is the later constructed portion of the aforesaid building.

3. The term of this lease expires on August 24, 1980.

4. The parties desire to amend the lease in several respects.

AGREEMENTS:

1. TERM. The term of the lease agreement shall remain as stated in paragraph 2 ("Term") of said Yolo County Agreement 75-264. The term of this amendment to said lease shall commence on September 1, 1979, and shall expire on August 25, 1980.

2. UTILITIES. Paragraph 4.a. ("Utilities") of the lease shall be deleted in its entirety for the term of this amendment and there shall be inserted in its place the following:

LESSOR shall pay all utilities which service the described premises including electricity, heating, cooling, water, sewage, telephone, garbage, and waste disposal.

3. MAINTENANCE. Paragraph 5 ("Maintenance") of the lease shall be deleted in its entirety for the term of this amendment and there shall be inserted in its place the following:

a. LESSOR at its own expense during the term of this lease shall provide and maintain the following: Roof, exterior and interior walls, ceilings, glazing, all windows, all doors and all mechanical facilities of the leased premises including all electrical fixtures, all plumbing and water pipes and fixtures, a hot water heater, all heating and air conditioning and fixtures, and all flooring, and all painting and glazing of the entire premises, both interior and exterior.

LESSOR shall at its own expense provide for the cleaning and replacement of all carpeting located in the leased premises.

b. LESSEE shall not do anything on the premises that will cause damage to the premises, nor shall LESSEE use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to the owners or occupants of adjacent properties. LESSEE shall not make any structural or exterior alterations without the LESSOR's written consent.

c. LESSOR shall replace at its expense all light globes and starters required during the term of this lease or any renewal hereof.

d. LESSOR shall provide for all janitorial and gardening services required on the premises.

4. EFFECTIVENESS OF LEASE AGREEMENT. Except as set forth in this amendment of lease agreement, all the provisions of Lease Agreement No. 75-264 shall remain unchanged and in full force.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement the day and year first written above.

COUNTY OF YOLO, a political subdivision of the State of California
LESSEE

Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

FRIENDS OF THE CLARKSBURG PUBLIC LIBRARY
Clarksburg, California
LESSOR

By Peter T. Beery

ATTEST:

PETER McNAMEE, Clerk

By Pete E Lucas
Deputy

(SEAL)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Elizabeth A. Kelly
DEPUTY COUNTY COUNSEL

State of California—Health and Welfare Agency

GRANT AWARD

Department of Health Services

The Department of Health Services hereinafter called the State, hereby makes a grant award of funds to:

Yolo County Health Services Agency

Yolo County
Agreement No. 79-328

hereinafter called the Grantee, in the amount and for the purposes and duration set forth in this Grant Award.

Project Title
MCH Categorical Allotment Services

Grant Number 79-00053
Application # 79-352

Grant Period:
From: July 1, 1979
Through: June 30, 1980

Project Director (Name, address, phone)
Robert O. Bates Jr., M.D.
10 Cottenwood Street
Woodland, Ca. 95695
916-666-8579

State Amount
$ 2,972

Local Amount
0

FILED
OCT 24 1979
PETER McNAMEE, Clerk
By Debra Lee Kirkland DEPUTY

Financial Officer (Name, address, phone)
Ken Walker
10 Cottenwood Street
Woodland, CA. 95695
916-666-8444

Other Amount
0

Total Project Cost
$ 2,972

This Grant Award consists of this title page and, when checked by an X, the following exhibits attached hereto which are made a part hereof by this reference-

X The Attached Maternal and Child Health Grant Award Letter Dated June 22, 1979 and all Exhibits referred to therein.

The Grantee hereby signifies its acceptance of this grant award and agrees to administer the grant project in accordance with the terms and conditions set forth in or incorporated by reference in this grant award and any applicable statutes or regulations of the State.

STATE OF CALIFORNIA	GRANTEE
DEPARTMENT OF HEALTH SERVICES	Yolo County Health Services Agency
By (Authorized Signature) Ron Klosman	By (Authorized Signature) Betsey A. Marchant
Title Ron Klosman, Chief, Contract Management Section, for: Deputy Director	Title Chairman, County Board of Supervisors
Address 714 P St. Sacramento, CA. 95814	Address 10 Cottenwood St. Woodland, CA. 95695

FOR STATE USE ONLY

This Contract Exempt From Department Of General Services Approval Per SAM 1206

OCT 16 1979

Amount Encumbered $ 2,972	Appropriation Local Assistance		Fund General		
Unencumbered Balance $	Item 266 i	Chapter 259	Statutes 1979	Fiscal Year 79/80	
Adj. Increasing Encumbrance $	Funds Pending subject to approval of the Budget Act of 1979.				
Adj. Decreasing Encumbrance $	Line Item Code 7360-5151		B.C. 20301		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. No.	B.R. No.	
Signature of Accounting Officer Madelen Smith			Date 10/11/79		

STATE OF CALIFORNIA — HEALTH AND WELFARE AGENCY
EDMUND G. BROWN JR., Governor

DEPARTMENT OF HEALTH SERVICES
714/744 P STREET
SACRAMENTO, CA 95814
(916) 322-2950

June 22, 1979

Robert O. Bates, Jr., M.D.
Health Services Agency
10 Cottonwood Street
Woodland, CA 95695

Dear Doctor Bates:

MATERNAL AND CHILD GRANT AWARD NUMBER 79-352

We are pleased to advise that your application, entitled "MCH categorical allotment services," requesting funding from Maternal and Child Health, has been approved. For the purposes of Program and Fiscal Review, the award is subject to the following conditions:

1. The County shall: provide Maternal and Child Health Services in accordance with the attached Exhibit "D."

2. The attached Exhibit "A(F)" entitled "ADDITIONAL PROVISIONS" is made a part hereof by this reference.

3. The County shall submit any subcontracts to the State for approval prior to implementation. Upon termination of any subcontract, the State shall be notified immediately.

4. County shall not employ or engage the services of any consultant in the performance of this grant award without obtaining the State's prior approval in writing. Consultant services specifically provided in the BUDGET EXHIBIT to this grant award are not exempt from this requirement.

5. The attached Exhibit "B" entitled "BUDGET" is made a part hereof by this reference. County agrees that itemized personnel positions listed in said Exhibit shall not be subject to County's personnel policy decisions to refrain from filling vacant positions. County shall be reimbursed for personnel, fringe benefits, travel, operating, equipment, laboratory, hospital, and other expenses only as itemized in the BUDGET EXHIBIT to this grant award.

6. Any equipment purchased under this grant award carried forward to this grant award from another state agreement shall be repaired, at no cost to the State, if damaged while in the possession of the County. Any

equipment purchased under this grant award or carried forward to this grant award from another state agreement shall be replaced, at no cost to the State, with equipment of same or greater value and capability if it is lost or stolen while in the possession of the County. Said replacement(s) shall be property of the State.

7. The attached Exhibit "C" entitled "ADDITIONAL PROVISIONS FOR MATERNAL AND CHILD HEALTH AGREEMENTS" is made a part hereof by this reference, substituting "County" and "agreement" for "Contractor" and "contract", respectively.

8. Robert O. Bates, Jr., M.D. is designated the County's Project Director. The State reserves the right to approve any subsequent Project Director

9. Audrey Mayes is designated Maternal and Child Health Branch's departmental MCH LIAISON to this grant award.

10. County shall submit a progress report in writing in duplicate (original and one copy) once every three months to the State. The written report shall be submitted on or before the end of the month following each three-month segment of this grant award. If the term of this agreement is not equally divided into three-month segments, the last progress report shall be submitted on or before the end of the month following termination and report progress for whatever fraction of a three-month period remains.

    Form PM 168, sample attached, entitled "MATERNAL AND CHILD HEALTH PROGRESS REPORT" shall be used for these reporting purposes. Said progress reports shall include, but not be limited to, a statement that the County is or is not on schedule with respect to the performance criteria and objectives of paragraph 1 and Exhibit "D" to this grant award; any pertinent findings; and a discussion of any difficulties or special problems so that remedies can be developed as soon as possible. In addition to the written report, the County and MCH LIAISON, or their designees, may meet and discuss these matters in person.

11. All official reports and correspondence <u>except invoices</u> shall be addressed and delivered to Loren Bell, MCH Regional Administrator, at 714 P Street, Room 355, Sacramento, CA 94514.

12. Invoices shall be addressed and delivered to MCH Contracts Unit, Maternal and Child Health Branch, 714 P Street, Room 355, Sacramento, CA 95814.

13. The attached Exhibit "D" NARRATIVE prepared by the County and entitled "MCH Categorical Allotment Services," consisting of one page, is made a part hereof by this reference.

14. The period of this grant award shall be from July 1, 1979 to June 30, 1980.

15. County shall submit a comprehensive final report to the State on or before August 15, 1980. Project Director and MCH LIAISON, or their designees, may hold a final meeting before this report is submitted. The final report shall cover the entire term of the project from the commencement of Maternal and Child Health support through the termination of this grant award. The State shall withhold $500.00 from reimbursements until this requirement is met.

The final report shall be the County's final presentation of findings, conclusions, and recommendations. Form PM 168, sample attached, entitled "MATERNAL AND CHILD HEALTH PROGRESS REPORT" shall be used for these reporting purposes.

16. This grant award may be terminated by either party upon thirty (30) days' written notice to the other party.

17. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the County no more frequently than monthly, in arrears, upon submission of an invoice, on County letterhead, in quadruplicate (original and three copies), prepared in a format acceptable to the State (SAMPLE INVOICE format attached), with original signature of County designee authorized to sign on behalf of County, stating the inclusive time period covered and this grant award number, for actual itemized expenditures in accordance with the BUDGET EXHIBIT attached hereto.

The County may make changes in any individual, numbered line item in the BUDGET EXHIBIT, provided that such changes in the aggregate as to any numbered line item shall not exceed $2,000.00. The County shall submit an explanation of the need for any such excess prior to claim for reimbursement specifically identifying the numbered line item(s) in the budget to be reduced in order to increase the excess items(s). The State reserves the right to deny any such claim for excess reimbursement made without its prior approval. It is further understood that in no event shall the maximum amount payable under this grant award exceed the maximum amount specified in paragraph 19 of this grant award, and in no event shall the State approve reimbursement for numbered line item excesses attributable to rates or unit costs greater than those stipulated in the BUDGET EXHIBIT to this grant award.

18. The County agrees to bill all thir-party payers for services to insured consumers and shall exhaust such payment potential prior to billing for said services provided under this grant award. All

third-party revenues accruing to this project, based on services supported in whole, or in part, by Maternal and Child Health, shall be accounted for separately from other third-party revenues earned or received by the County. County shall, upon request, document that said revenues are applied solely to meet costs of this project as defined in paragraph 1 and Exhibit "D" to this grant award. Said revenue shall be applied to meet requirements detailed in Column 7 "Other Support" of the BUDGET EXHIBIT, until said requirements are met. County's failure to meet said "Other Support" requirements in full shall represent a failure to comply with grant award provisions.

After "Other Support" requirements have been met, County shall use any additional third-party revenues which may accrue to the project to defray costs incurred by this project or justifiably allocated to it which were incurred to measurably expand program or measurably improve the quality of services detailed in Paragraph 1 above.

19. The total amount payable by the State to the County under this grant award shall not exceed $2,972.00.

20. Where inconsistencies may exist between the numbered paragraphs of this grant award and the attachments hereto such inconsistencies shall be resolved by giving precedence in the following order:

    1. Letter of Grant Award
    2. Exhibit A(F)
    3. Exhibit B
    4. Exhibit C
    5. Exhibit D
    6. Other Exhibits

21. County agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education, and Welfare, effective June 3, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

22. In the event that a significant portion of the grant award objectives are not being met at any time during the term of the grant award or in the event that the State determines from invoices, performance reports, or other information that the County will not perform the total quantity of services agreed to, and that, therefore, the budget will not be depleted, the State may make an equitable adjustment in the original grant award amount, grant award budget, and grant award objectives as appropriate in order to decrease the total quantity of services and/or amount.

23. County shall develop procedures, requesting State assistance if necessary, for the accurate and timely recording of receipts of funds, expenditures, unexpended balances, receivables, payables, and for the timely submission of reports and invoices to the State.

Adequate documentation of each transaction shall be maintained to permit the determination of the allowability of expenditures reimbursed by the State under this grant award. If the allowability of an expenditure cannot be determined because records or documentation are inadequate, the questionable cost will be disallowed.

24. It is mutually agreed that if the Federal Department of Health, Education, and Welfare does not allocate sufficient funds for the program after October 1, 1979, this grant award shall be invalid and of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the County for services provided after October 1, 1979, or to furnish any other considerations under this agreement, and the Contractor shall not be obligated to provide any further services under this grant award.

25. The attached Exhibit "E" entitled "Prior to July 1, 1979 Language" consisting of one page is incorporated herein and made a part hereof by this reference in recognition by both parties that the validity and effectiveness of this grant award is conditioned upon the availability of funds in the Budget Act of 1979.

Sincerely,

Charles R. Gardipee JUL 30 1979

Maternal and Child Health Branch

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every *subcontract* or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance -- provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A--1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars ($150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

> *"Name of Vendor or Subcontractor)* agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of *(Name of Vendor or Subcontractor)* related to this *(purchase order) or (subcontract).*"

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding $1,000, and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(12) Examination of Records

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health Services. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(16) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(17) Inspection

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(18) Nondiscrimination in Services, Benefits, and Facilities

The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(19) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health Services' Affirmative Action Complaint Process.

(20) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.

(21) Only Applicable to Hospitals

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(22) Only Applicable to Hospitals Accepting Medi-Cal Patients

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertising conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

EXHIBIT NO. A 1

EXPENDABLE AND NON-EXPENDABLE EQUIPMENT ACQUIRED UNDER CONTRACT

1. List each item of expendable and non-expendable equipment having a unit value of $50.00 or more and a life expectancy of two years or more.

DATE: _____

CONTRACT NUMBER: _____

NAME OF CONTRACTOR: _____

CONTRACTOR'S PHONE #: _____

NAME OF CONTRACTOR'S AUTHORIZED REPRESENTATIVE: _____

CONTRACT EQUIPMENT ALLOTMENT FROM BUDGET EXHIBIT: _____

PURCHASE ORDER OR DOCUMENT NO.	QUANTITY	DESCRIPTION (Including Mfg., Model, Type, Size and/or Capacity)	SERIAL NUMBER	COST PER UNIT	DATE RECEIVED

Yolo County

Exhibit B

Budget

	Base Mon. Salary	% Time	Pay Periods	Total	OTHER support
Administrative Clerk II	953	13%	12	$1,486	0
Administrative Clerk I/II	953	13%	12	1,486	0
			Total	$2,972	0

DEPARTMENT OF HEALTH SERVICES
STATE OF CALIFORNIA

EXHIBIT "C"
(4/2/79)

ADDITIONAL PROVISIONS FOR MATERNAL AND CHILD HEALTH AGREEMENTS

1. Hospital, rehabilitative services, convalescent or foster home care or appliances provided to individuals under this agreement shall be made available only to individuals who are receiving medical services arranged for by the State in accordance with the standards and policies of the State Plan for Maternal and Child Health.

2. All services purchased for individuals from providers other than contractor under this agreement shall be authorized by employees of the contractor. Record of such authorization shall be retained as part of the individual's case record.

3. Personnel, hospitals, agents or agencies affiliated with the contractor shall not make any charge to or accept any payment from the patient or his family for services provided under this agreement unless the amount of such payment is determined using a fee schedule approved by the State Maternal and Child Health Branch.

4. Acceptance of family planning services offered under this agreement shall be voluntary on the part of the individual to whom such services are offered and acceptance of such family planning services shall not be a prerequisite to eligibility for,or the receipt of,any other services provided by the contractor.

5. Contractor shall provide for inspection of all records, personnel, equipment, and facilities by State personnel on request to ensure effective implementation of agreement.

6. Public reports or publications of any work performed with funds provided under this agreement shall include a statement giving credit for such support, such as: "This project was supported by a grant from Maternal and Child Health, Department of Health Services, State of California."

7. Before health services under this agreement can be reimbursed, contractor must be able to document and certify that he has made a reasonable effort to determine eligibility and obtain reimbursement for applicable third party payments.

8. The State reserves the right to use and reproduce all reports and data produced under this agreement, and reserves the right to authorize others to use or reproduce such materials. Except for the inspection of patient records by State staff for the purposes of assuring that care provided by the contractor is in compliance with the agreement, neither this paragraph nor paragraph 5 above shall be interpreted as giving staff (State of otherwise) the right to divulge the identity of patients or other confidential patient information outside the treatment setting.

9. All patient record forms used by contractor in implementing the provisions of this agreement shall contain the following statement: "This patient record shall be open for inspection by the State Department of Health Services and the Department shall upon request be provided access to all data collected under the terms of this contracted project. Data submitted will be subject to fiscal and program audit and will not be made public in any manner which would allow identification of any individual."

10. The contractor shall fully inform the public as to the availability of any maternal and child health service provided under this agreement including the type of service offered, the eligibility criteria for receipt of services, the time and place the service is available, and the fact that the services are in whole or in part supported by a grant from Maternal and Child Health funds, State Department of Health Services.

11. Any optometric services provided under the terms of this agreement may be obtained from a licensed optometrist unless rendered in a clinic or other appropriate institution which does not have an arrangement with optometrists licensed to perform such services.

12. Care provided under this agreement must conform to standards approved by the State.

13. Contractor shall make every reasonable effort to arrange for a prenatal diagnostic visit before the fifteenth post-menstrual week of pregnancy for women who are provided maternity services through this contract and whose pregnancy falls into one or more of the following genetically high-risk categories: Mother is 35 years of age or older; either parent has had a previous child with, or a family history of, Down's syndrome or any other genetic disorder which can be diagnosed prenatally; one parent is a carrier of a chromosomal anomaly; mother is a carrier of, or has a family history of, X-linked disease; both parents are carriers for, or have a family history of, an autosomal recessive disorder which can be diagnosed prenatally; either parent has had a child with a neural tube defect.

This visit will be for the purpose of, but not limited to, a discussion of the availability of genetic counseling and of mid-trimester amniocentesis services for the prenatal diagnosis of genetic disorders. Each woman so advised will be given the name, address, and telephone number of State-approved prenatal diagnostic center in her area, or a direct referral may be made on her behalf.

Exhibit 2D

MATERNAL AND CHILD HEALTH
PROJECT FUNDING APPLICATION

REVIEW INSTRUCTIONS CAREFULLY PRIOR TO COMPLETION OF THIS APPLICATION

Submit six copies to:

Mail/Deliver to:
MATERNAL AND CHILD HEALTH
714 P Street, Room 359
Sacramento, California 95814

916/322-2950

1.
- ☐ CHDP
- ☐ WIC
- ☐ F.P.

2.
- ☐ Indian Health
- ☐ Rural Health
- ☐ Dental Health

OFFICIAL USE ONLY 77-35

Control 77-[illegible]-03

I. _____
II. _____
III. _____
IV. _____
LHO _____

3. PROJECT TITLE

MCH Categorical Allotment Services

4. AGENCY NAME AND ADDRESS (include county)

Health Services Agency
Community Health Protection
10 Cottonwood Street
Woodland, California 95695

COUNTY:

5. AGENCY CONTACT FOR THIS PROJECT APPLICATION

NAME: Robert O. Bates, JR., M.D.
TITLE: Public Health Physician II
PHONE: (916) 666-8579 (area code)

TELECOPIER CONTACT:

6. AGENCY STATUS

☒ PUBLIC ☐ PRIVATE NONPROFIT ☐ OTHER (Specify in Item IV of Project Narrative)

7. MEDICAL PROVIDER NUMBER

☒ CHDP 01443F VC75

8. APPLICATION STATUS

☐ NEW ☐ AMENDED ☒ CONTINUATION

HEALTH DEPARTMENT
☒ CATEGORICAL ALLOTMENT

HEALTH DEPARTMENT
☐ SUPPLEMENTAL ALLOTMENT

9. CURRENT AGREEMENT NUMBER

78-314

10. PROJECT DURATION REQUESTED

FROM: July 1, 1979 TO: June 30, 1980

11. SUPPORT REQUESTED

TOTAL $ 2,972.00

12. OFFICIAL USE ONLY

13. PROJECT SUMMARY

Funds will be used to help provide clerical assistance for scheduling of child health conferences and developing of child health conference reports; and for organization and coordinating volunteer services for child health conferences.

14. AGENCY FISCAL OFFICER

NAME: Ken Walker
TITLE: Administrative Services Officer II
ADDRESS: 10 Cottonwood Street
Woodland, California 95695
PHONE: (area code) (916) [illegible]-2444

15. Application Page Total

14

16. OFFICIAL USE ONLY

PM 166 (9/78)

Exhibit No.: E

STATE OF CALIFORNIA

DEPARTMENT OF HEALTH SERVICES

Prior to July 1, 1979 Language

(1) It is mutually understood between the parties that this contract may have been written and executed prior to July 1, 1979 for the mutual benefit of both parties in order to avoid program and fiscal delays which could occur if the contract were executed after July 1, 1979.

(2) This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of 1979, for the fiscal year 1979–80 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner.

(3) It is mutually agreed that if the Budget Act of 1979 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this contract and the contractor shall not be obligated to perform any provisions of this contract.

PROGRESS REPORT
MATERNAL AND CHILD HEALTH

Submit original and one copy to the MCH staff person named in your agreement.

Review Instructions Below Prior to Completion of This Report.

1. REPORT PERIOD

_____ to _____

2. AGREEMENT NO.

_____

3. PROJECT TITLE

4. AGENCY NAME AND ADDRESS

5. AGENCY REPRESENTATIVE PREPARING REPORT

NAME:

TITLE:

PHONE:

INSTRUCTIONS

Item 1. **REPORT PERIOD** – Enter *inclusive* report period.

Item 2. **AGREEMENT NUMBER** – Enter Agreement number which appears on the Standard Agreement (Std. 2) *or* agreement letter authorizing this project.

Item 3. **PROJECT TITLE** – Enter title used on the application which was submitted for this funding.

Item 4. **AGENCY NAME AND ADDRESS**

Item 5. **AGENCY REPRESENTATIVE MAKING THIS REPORT** – Enter name, title, and telephone number of agency person preparing this report. This person's signature should appear in Item 6.

Item 6. **CERTIFICATION** – Agency representative making this report should sign and date. Same person as in Item 5.

Item 7. **NARRATIVE STATEMENT** – The narrative should provide a brief overview of the progress of the project. The following questions, as appropriate, may assist:

a. What services have been added or expanded?
b. What personnel transactions have occurred?
c. Are performance criteria (paragraph 1) of agreement being met?
d. What types and volume of services are being rendered?
e. What special problems have been encountered?
f. Can accomplishment be expressed in statistical terms?

You may request MCH consultation when completing this report. WE ENCOURAGE YOU TO BE BRIEF.

6. CERTIFICATION

Signature _____ Date _____

7. NARRATIVE STATEMENT OF PROJECT PROGRESS: See above for instruction. Attach and send with this form.

Book

FILED
SEP - 4 1979
PETER McNAMEE, Clerk
By [illegible] Deputy

AGREEMENT NO. 79-329

(Occupational Therapy Agreement)

THIS AGREEMENT, made and entered into this 28th day of August, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and PEGGY SEBENI, 7365 Washburn Way, North Highlands, California, 95660, hereinafter called THERAPIST,

W I T N E S S E T H:

RECITALS:

1. COUNTY provides outpatient and inpatient medical care through Yolo General Hospital, hereinafter referred to as HOSPITAL.

2. HOSPITAL has heretofore contracted with a part time occupational therapist consultant to provide consultative therapy services in connection with its HOSPITAL distinct part Long-Term care activities.

3. HOSPITAL desires a further provision of rehabilitative therapy services of the type THERAPIST is qualified and willing to render in connection with its distinct part Extended Care activities.

4. COUNTY and THERAPIST, therefore, wish to enter into an agreement for the provision of the services hereinafter recited under the terms and conditions hereinafter set forth. THERAPIST acknowledges that the hereinabove recited recitations were the motivating objects of COUNTY in entering into this Agreement.

AGREEMENTS: COUNTY, in consideration of THERAPIST's promises contained in hereinafter recited agreements, and THERAPIST, in consideration of COUNTY's promises contained in hereinafter recited agreements, agree:

1. THERAPIST's SERVICE OBLIGATIONS:

A. To provide occupational therapy services under the direction of the Hospital Medical Staff for the occupational rehabilitation of patients at HOSPITAL.

B. To prepare occupational therapy plans on each patient.

C. To maintain a written record of the therapy provided to and progress

attained by each patient.

D. In the discharge of all duties and responsibilities listed above, THERAPIST shall perform services Monday through Friday, at times to be determined by agreement between THERAPIST and HOSPITAL's Administrator.

E. To assist HOSPITAL in implementing and complying with applicable Joint Commission on Accreditation of Hospitals standards and State of California licensing requirements.

2. HOSPITAL's SERVICE OBLIGATIONS:

A. To provide all office space, equipment, and supplies necessary in the judgment of HOSPITAL's Administrator for the provision of the hereon contemplated services.

3. COUNTY's DESIGNATED REPRESENTATIVES: will be the HOSPITAL Deputy Director HSA - Hospital, herein referred to as Administrator.

4. ASSIGNMENT/SUB-CONTRACTING: THERAPIST may not assign or sub-contract either the rights or responsibilities herein devolved or created.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that THERAPIST is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. THERAPIST shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and social security. THERAPIST agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a result of this contract. COUNTY shall not have nor exercise any control or direction over the methods by which THERAPIST shall perform her work and functions except that THERAPIST does by this agreement agree to perform her work and functions at all times in strict accordance with currently approved methods and practices in her professional specialty; and that said performance is a condition precedent and subsequent to COUNTY's obligations hereunder.

6. PAYMENT:

A. COUNTY shall pay THERAPIST ELEVEN ($11) DOLLARS per hour for

Occupational Therapy consultative services rendered in connection with HOSPITAL's distinct part Long-Term Care activities.

B. COUNTY shall pay THERAPIST at the rate of 60% of the gross billings generated by her activities each month for Occupational Therapy Rehabilitative Services rendered in connection with Hospital's distinct part Extended Care.

C. Payment shall be paid by COUNTY to THERAPIST monthly upon submission of a claim, in form prescribed by COUNTY, to HOSPITAL.

D. COUNTY's excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition or any other condition precedent or subsequent as to future circumstances.

7. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

8. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same postmarked and registered in the United States mail, postage prepaid and addressed to THERAPIST or COUNTY's herein designated representative, as applicable, at each's last known address.

9. TERM: This agreement shall commence on October 1, 1979, and remain on a continuing basis, unless terminated by either THERAPIST or COUNTY's herein designated representative upon thirty (30) day's written notice to the other of intention to terminate, so long as THERAPIST maintains active registration status with the American Occupational Therapy Association, Inc.

SEP 4 1979

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

Bobbie A. Marchand
CHAIRPERSON OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
PETER McNamee, CLERK
By Peter E. Lucas (Deputy)

Peggy Lee Sebeni
PEGGY SEBENI

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By
DEPUTY COUNTY COUNSEL

FILED
AUG 28 1979
PETER McNAMEE, Clerk
By DEPUTY

Book

AGREEMENT NO. 79-330

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2845
(Port Sacramento Industrial Park)

THIS AGREEMENT is made and entered into on this 23 day of July, 1979, by and between PORT SACRAMENTO LAND COMPANY, a Delaware corporation, hereinafter referred to as the "Subdivider" and the County of Yolo, hereinafter referred to as "County."

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2845 and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision No. 2845, public improvements including but not limited to street improvements consisting of concrete curbs, gutters, asphalt paving and base, water supply and distribution systems, waste water collection system, and storm drainage facilities necessary to adequately drain said Subdivision in accordance with the standards imposed by law, and offsite improvements consisting of a surface leveling course of asphalt concrete on Enterprise Boulevard across Lake Washington and curb, gutter and street frontage improvements for Subdivision No. 2908; all in accordance with said plans and specifications to be prepared in conformance

with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date herein in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider shall obtain and file with the County two good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

(1) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement to guarantee faithful performance.

(2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement to guarantee payments to contractors, laborers, and materialmen.

3. That Subdivider agrees pursuant to Section 66493 of the Government Code of the State of California to pay off any existing assessments in full or to deposit a bond payable to the County of Yolo, as Trustee for the assessment bond holders, guaranteeing the payment of existing special assessments.

4. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with

written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

5. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $9,298.60 for said purpose.

6. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2845.

7. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein the sum of $500,000 in respect to personal injuries and/or death of any one person, $1,000,000 in respect to personal injuries or death for any one occurrence and $500,000 in respect to property damage in any one occurrence.

8. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

9. That the completion of the development of said Subdivision No. 2845 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

10. That the Subdivider agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

11. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

12. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

13. Where required pursuant to the provision of Section 66496 of the Government Code the Subdivider shall furnish the County a bond or cash deposit in the amount of $250.00 guaranteeing payment of the cost of setting monuments of survey.

14. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 10 of this agreement.

15. Any extension of time hereunder shall not operate to release the surety on the "Improvement Security" filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

16. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

17. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By Betsy C. Merchant
Chairman,
Board of Supervisors

ATTEST:

PETER McNAMEE,
County Clerk

By Pete E. Lucas
Deputy

PORT SACRAMENTO LAND COMPANY

By Marshall A. Chamberlain

By J. W. Chamberlain
(Seal)

Recommended for approval to the Board of Supervisors of the County of Yolo:

Lloyd H. Roberts
Director of Public Works

APPROVED AS TO FORM:

County Counsel

Date: _____

Book

AGREEMENT NO. 79-331

SUBDIVISION IMPROVEMENT AGREEMENT

FILED

AUG 2 1979

PETER McNAMEE, Clerk

By DEPUTY

Subdivision No. 2659
(Pacific Rose Industrial Park)

THIS AGREEMENT is made and entered into on this 2nd day of August, 1979, by and between Buffa Equipment Company/Bob Shirey Inc. hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County."

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2659 and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision No. 2659 public improvements including but not limited to street improvements consisting of concrete curbs, gutters, driveway aprons, asphalt paving and base, water distributing system, waste water collection system, and on-site and off-site storm drainage facilities necessary to adequately drain said Subdivision in accordance with the standards imposed by law, all in accordance with said Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider shall obtain and file with the County good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County Pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

   (1) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee faithful performance.

   (2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee payments to contractors, laborers, and materialmen.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $8,043.87 for said purpose.

5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2659.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $500,000.00 in respect to personal injuries and/or death of any one person, $1,000,000.00 in respect to personal injuries or death for any one occurrence and $500,000.00 in respect to property damage in any one occurrence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

8. That the completion of the development of said Subdivision No. 2659 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this Agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as herein required.

9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this Agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. Where required pursuant to the provision of Section 66496 of the California Government Code the Subdivider shall furnish the County a bond or cash deposit in the amount of $200.00 guaranteeing payment of the cost of setting monuments of survey.

13. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this Agreement.

14. Any extension of time hereunder shall not operate to release the surety on the Improvement Securities filed pursuant to this Agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisits set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

16. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assign of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By Bobby A. Morphew
Chairman of the Board of Supervisors

SUBDIVIDER

BURAN EQUIPMENT COMPANY PROFIT SHARING PLAN

By _____
Dale D. Reed, Trustee

By _____
Louis C. Buran, Trustee

By _____
Thomas A. Buran, Trustee

ATTEST: D
PETER McNAMEE, CLERK

By _____ (Deputy)

Recommended for Approval to the Board of Supervisors of the County of Yolo:

_____
Director of Public Works

APPROVED AS TO FORM:

_____
County Counsel

Date: _____

Bk.

FILE

STANDARD AGREEMENT — STATE OF CALIFORNIA STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

CONTRACTOR'S COPY

Yolo County
Agreement No. 79-332

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER.
- CONTROLLER
- CLEARED
- CCC PDS
- DIST. J-1

THIS AGREEMENT, made and entered into this 15th day of July, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

PC 822

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	Employment Development Department California State Office of Economic Opportunity	790/0566

hereafter called CSOEO and

Yolo County Economic Opportunity Council

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to CSOEO services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WHEREAS, the parties to this agreement desire, pursuant to Title IV-A of Public Law 94-385, (42 USC 6867 et seq.), the Energy Conservation Existing Buildings Act of 1976, as amended by Section 231 of Public Law 95-619, National Energy Conservation Policy Act, to implement an energy conservation assistance program to weatherize the dwellings of the low-income population, with priority to the elderly, handicapped, and Native Americans; and WHEREAS, the intent is to conserve needed energy and to assist persons least able to afford increasing utility costs.

FILED

OCT 10 1979

PETER McNAMEE, Clerk

By Deputy

OCT 1979 RECEIVED EOCYC, INC. WOODLAND, CA 95695

NOW THEREFORE, the parties hereby agree as follows:

The provisions on page 2 constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Employment Development Department California State Office of Economic Development	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)
BY (AUTHORIZED SIGNATURE): [signature]	BY (AUTHORIZED SIGNATURE): Betsy C. Marchand
TITLE: Director - CSOEO	TITLE: Chairperson, Board of Supervisors P. O. Box 1098
	ADDRESS: Yolo County Courthouse Woodland, California 95695

Department of General Services Use ONLY

SEP 27 1979

BY C.O. Brasher

AMOUNT ENCUMBERED	APPROPRIATION	FUND
$ 30,000.00	1555 ue code	Unemployment Admin.
UNENCUMBERED BALANCE	ITEM / CHAPTER	STATUTES / FISCAL YEAR
$		80
ADJ. INCREASING ENCUMBRANCE	FUNCTION	
$	98220-931-03900	
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT	
$		

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: [signature] DATE: 9/20/79

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1301 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: [signature] DATE: 9-26-79

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. Term

The term of this agreement shall be from August 15, 1979 through August 14, 1980.

9. Total Amount payable shall not exceed $ 30,000 as specified in the budget attached hereto as Attachment A, incorporated herein by reference.

10. Payment and Invoicing

Upon request, Contractor will be given an initial advance of $ 5,000 as authorized by §417(d) of Public Law 94-385. Thereafter, Contractor shall submit monthly invoices, using CSOEO Form #050 Monthly Report of Costs and Status of Cash, attached hereto as Attachment B, incorporated herein by reference. CSOEO will commence liquidating this advance during the last two months of the agreement.

CONTRACTOR AGREES TO ADHERE TO THE FOLLOWING REQUIREMENTS:

11. Eligibility

A. Individual Eligibility - Contractor shall include information to insure that no dwelling unit shall be eligible for weatherization assistance under this agreement unless it is occupied by a family unit -

(1) Whose income is at or below 125 percent of the poverty level determined in accordance with criteria established by the OFFICE OF MANAGEMENT AND BUDGET as set forth by the following figures below:

Family Size	Non-Farm Family	Farm Family
1	$ 4,250	$ 3,638
2	5,625	4,800
3	7,000	5,963
4	8,375	7,125
5	9,750	8,288
6	11,125	9,450

(For family units with more than 6 members, add $1,375 for each additional member in a non-farm family and $1,163 for each additional member in a farm family.)

OR

(2) Which contains a member who has received cash assistance payments under Title IV (AFDC) or Title XVI (SSI) of the Social Security Act or applicable state or local law during the 12 month period preceeding the determination of eligibility for weatherization assistance (Section 440.18 of Title IV-A of Public Law 94-385).

Contractor shall verify applicant income for a randomly selected sample of 10 percent of the homes to be weatherized.

Additional documents which may be used as proof of income eligibility include the following: W-2 Forms, Welfare Basic Grant Forms, Social Security Statement of Earnings, etc.

Further, Contractor will assure that each applicant sign a Low-Income Energy Conservation Program Client Intake Form (CSOEO #29P), a copy of which has already been furnished Contractor.

B. Dwelling Inspection - Contractor shall also inspect the dwelling unit of each eligible applicant to determine if the unit is structurally sound and not in need of excessive repairs. If the dwelling unit is ineligible because of the need for extensive repair, the applicant should be referred to the local Housing and Community Development Organization, U.S. Farmers Home Administration, Housing Loan Program, or other applicable organizations.

If the applicant can get the necessary repairs accomplished, weatherization may be accomplished following the repair work.

C. Standards for Weatherization Materials - Only weatherization materials which meet or exceed the standards for weatherization materials, attached hereto as Attachment C, incorporated herein by reference, shall be purchased with funds provided under this agreement.

D. Weatherization Technique - A weatherization project under this agreement shall follow the approaches to weatherization, including the energy conservation techniques, contained in either CSA Pamplet 6143-6 or Project Retro-Tech Job Book, copies of which can be obtained from CSOEO.

E. Priority Groups - Priority shall be given to identifying and providing weatherization assistance to the elderly, Native Americans, and handicapped low-income persons, as specified in Attachment D, attached hereto, incorporated herein by reference.

F. Supplementation of Other Funds - Financial assistance provided under this agreement shall be used to supplement, and not supplant, state or local funds, and to the maximum extent practicable as determined by the U.S. Department of Energy, to increase the amounts of those funds that would be made available in the absence of federal funds provided under this agreement.

G. Labor - To the maximum extent practicable, Contractor will secure the services of volunteers, training participants and public service employment workers, pursuant to CETA, to work under the supervision of qualified supervisors and foremen. Contractor agrees to notify CSOEO in the event difficulties arise securing such services.

H. Coordination - To the maximum extent practicable, the use of weatherization assistance shall be coordinated with other federal, state, local, or privately funded programs in order to conserve energy and to improve thermal efficiency.

I. Equal Treatment of Native Americans - Low-Income members of Indian tribes shall receive benefits equivalent to the assistance, either on or off rancherias, as is provided to other low-income persons.

J. Pre-Entry Permission - No rental dwelling unit shall be weatherized without first obtaining the written permission of the owner of the dwelling unit or his/her agent and the tenant on a Weatherization Service Agreement -- Rental Units Form (CSOEO Form #37P), a copy of which has already been furnished Contractor.

K. Maximum Dollar Limit Per Dwelling Unit - (1) Contractor agrees that the maximum allowable expenditure for any dwelling unit provided under this agreement shall not exceed $800.00, except as provided in Paragraph L(2) below, for -

(a) The cost of purchase, delivery, and storage of weatherization materials;

(b) Transportation of weatherization materials, tools, equipment, and work crews to a storage site and to the site of weatherization work;

(c) Maintenance, operation, and insurance of vehicles used to transport weatherization materials;

(d) Maintenance of tools and equipment;

(e) Purchase or annual lease of tools, equipment, and vehicles. Contractor shall request prior approval from CSOEO for the acquisition of equipment and/or vehicles by submitting CSOEO (Forms #40P and/or 41P) copies of which can be obtained from CSOEO.

(f) Employment of on-site supervisory personnel;

(g) Incidential repairs not to exceed $100 per dwelling, including repair materials and repairs to the heating source, necessary to make the installation of weatherization materials effective;

(h) The cost of liability insurance for weatherization projects for personal injury and property damage, as required by Paragraph M below.

L. Allowable Administrative Expenditures -

(1) Administrative funds as indicated in Attachment "A" under this agreement are provided. Allowable administrative expenses shall not include any costs of labor, except for supervisors and foremen, to carry out a weatherization project under this agreement. Allowable administrative expenses may include such items as audit and bookkeeping services.

(2) The limitation of $800.00 set forth above shall not apply if the local Policy Advisory Committee (required by Q below) requests a greater amount be provided for specific categories of units or materials and CSOEO approves the request;

(3) The cost per household for Items K(b) through K(f) above shall not exceed $240.00. (See Attachment A)

M. Insurance - Contractor agrees to have in effect and to maintain public liability and property damage insurance, including but not limited to, premises and automobiles, with minimum liability limits of Three Hundred Thousand Dollars ($300,000.00) for bodily injury or death of any person, and damage to property of not less than Three Hundred Thousand Dollars ($300,000.00) resulting from any occurence. Said policy shall provide that

M. Insurance (cont'd)

30 days' written notice to CSOEO shall be required before cancellation or material change of any of the terms of the policy.

N. Limitation On Use of Funds - No funds under this agreement shall be used for any of the following purposes:

(1) To weatherize a dwelling unit which has been weatherized previously with funds granted under Title IV-A of Public Law 94-385, unless such dwelling unit has been damaged by fire, flood, or act of God and repair of the damage to weatherization materials is not paid for by insurance; or

(2) To weatherize a dwelling unit which is vacant or designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed.

O. Right to Monitor and Audit - The Administrator, U.S. Department of Energy, and his/her designee, the Director, U.S. Community Services Administration, and his/her designee, and CSOEO shall have the right to monitor and evaluate weatherization projects under this agreement through on-site inspections, or through other means, in order to ensure the effective provision of weatherization assistance for the dwelling units of low-income persons. The Administrator, U.S. Department of Energy, and his/her designee, the Comptroller General of the United States and his/her designee, CSOEO, and if Contractor is a Community Action Agency, the Director, Community Services Administration, and his/her designee, shall have access for the purpose of audit and examination of Contractor's books, documents, papers, information and records of any weatherization project performed under this agreement.

P. Records/Forms - Contractor shall utilize the following documents or reports in the manner described.

(1) The following reports will be submitted to CSOEO on a monthly basis:

(a) Low-Income Energy Conservation Program Client Intake Forms (CSOEO Form #29P). This report contains information which determines client eligibility for weatherization services.

(b) Low-Income Energy Conservation Monthly Report (CSOEO Form #28P). This report contains information on the number of full and part time staff, the total number of persons assisted in that month, the total number of elderly, handicapped, and Native Americans assisted, and the total number of dwellings assisted in that month.

(c) Monthly Report of Costs and Status of Cash (CSOEO Form #050). This report contains fiscal information necessary to justify advance payments to the Contractors.

Each of these reports, even if there is no activity to report, will be due no later than the 10th day of the month following the month being reported, but preferably as soon after the first day as possible.

One month deliquency in meeting these reporting requirements shall give CSOEO the right to terminate this agreement.

(2) The following documents will be maintained in Contractor's files:

(a) Each completed Weatherization Service Agreement (CSOEO Form #37P)

(b) Either Project Retro-Tech Job Book or the weatherization plan worksheet (CSOEO Form #36P).

(c) Building Weatherization Report (OMB No. 38-R0198) for each dwelling weatherized.

Q. Project Advisory Committee (PAC) - Contractor shall establish a Project Advisory Committee (PAC) if one does not already exist. The PAC shall consist of at least 51 percent (51%) low-income population and shall include representatives of local governments and other resource agencies within the community served as well as a representative or representatives of the local public/private utility and/or local fuel suppliers. The PAC's functions shall be as set forth in CSA Pamphlet 6143-6 and CSA Instruction 6143-1a (or subsequent issuances).

R. Final Audit Report - The Contractor shall submit to CSOEO within 120 days after the termination of this agreement three copies of an audit report (including financial statements and management letters).

Private Contractors shall secure the services of an independent certified public accountant, or independent public accountant, certified or licensed by the State of California, to perform this required audit.

Public grantees and delegate agencies may be surveyed and audited by public auditors such as city, county, or state audit organizations. Public audit agencies do not include organizations whose Prime function is to pre-audit vouchers prior to payment.

Audits shall be conducted in conformance with the standards set forth in Audit Guides DOE/IG-0005 and DOE/IG-0005/1.

12. Unilateral Modification

Notwithstanding Paragraph 6 above, CSOEO shall have the right to modify this agreement unilaterally should any of the following conditions occur:

A. Cessation of Funding - Funding for this agreement is contingent upon CSOEO's continued receipt of funds from the U.S. Department of Energy (DOE). Modifications shall be necessary if DOE suspends or terminates the master funding grant with CSOEO for purposes of this Agreement. This Agreement shall be modified accordingly in such event.

B. Conformity with Federal and State Regulations - In the event that Federal or State regulation changes affect the terms of the Agreement, this Agreement shall be modified to assure conformity with such Federal and State requirements.

C. Right to De-obligate - CSOEO shall have the right to reduce the amount of contractor's funding when, in the opinion of CSOEO expressed in writing to Contractor, (A) Contractor's performance in whole or in part, either has not been substantially carried out or is insufficiently documented, or (B) Contractor has neglected, failed or refused to furnish necessary information or to reasonably cooperate with any inspection or review of its program or records. CSOEO shall conduct a thorough evaluation of the Contractor's performance and shall provide Contractor with written notice at least 10 days prior to reduction of funds. Contractors shall be subject to an evaluation if the Agreement has been in existence more than three (3) months.

13. Failure to Perform, Notice, Right to Correct Performance - CSOEO may terminate this agreement when it has determined that Contractor has failed to provide any of the services specified or to comply with any of the provisions contained in this Agreement. If Contractor fails to perform in whole or in part under this Agreement or fails to make sufficient progress so as to endanger performance, CSOEO shall notify the contractor of such unsatisfactory performance in writing.

Contractor has ten (10) working days in which to respond with a plan agreeable to CSOEO for correction of the deficiencies. If Contractor does not respond with an appropriate plan within the appointed time, CSOEO shall serve a termination notice on the Contractor which shall become effective within thirty (30) days after receipt. In the event of such termination, CSOEO shall be liable for payment only for services rendered up to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement.

14. Termination

Either party may terminate this Agreement effective 30 days after written notice to the other party. In such event, Contractor shall be paid for its actual allowable costs in accordance with the terms of this agreement up to the time the termination notice becomes effective.

15. Discrimination

No persons in the United States shall, on the ground of race, color, national origin, sex, or on the ground of any other factor specified in any federal law prohibiting discrimination, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, project, or activity supported in whole or in part with financial assistance provided by this Agreement.

16. Receipt of Funds

As a condition for receipt of CSOEO funds, Contractor assures that it will comply with all applicable regulations, policies, and procedures promulgated by DOE/CSOEO and all other applicable federal, state, and local laws.

17. Assurances

These assurances shall govern all activities conducted pursuant to this agreement unless specifically waived and/or modified under this agreement.

A. Legal Authority - Contractor certifies that it possesses legal authority to apply for the grant, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the filing of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the application and to provide such additional information as may be required.

B. Conflict of Interest - Contractor assures that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit, directly or indirectly from this Agreement. In addition, Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motiviated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

C. Working Conditions - Contractor shall ascertain and assure that safe and healthful working conditions exist at all work sites.

D. Training - Contractor assures that at least the Energy Coordinator/Program Manager and Crew Supervisor(s) shall attend the Stockton Training Center and all cluster training sessions as scheduled by SCOEO unless specifically exempted by CSOEO.

E. Property - No funds under this agreement may be expended or costs incurred for the purchase of real property except as in accordance with DOE regulations on the acquisition, ownership, and disposition of personal property as set forth in OEO Instruction 7000-01, a copy of which can be obtained from CSOEO.

18. This Agreement shall not be effective until signed by both parties and approved by the State of California, Department of General Services.

ATTACHMENT A

Budget

1.)	Administrative Costs -	$ 1,500
2.)	Liability Insurance -	$ 1,200
3.)	Program Costs -	$ 27,300

Up to $ 8,190 (not to exceed $240.00 - per dwelling unit) may be expended for transportation, tools and equipment, maintenance, and on-site supervision. However, if the funds are not utilized for these aforementioned categories, the funds may be expended in any other area under program costs, but none of this money shall be utilized under administrative costs.

TOTAL $ 30,000

SECTION III STATUS OF CASH

A. Total cash received to date from CSOEO (Including advances) $_____

B. Total cash requested in previous monthly reports (CSOEO Form #050) but not received $_____

1. Subtotal (A + B) $_____

C. Total cash disbursements thru end of report month (Column 4 total from page 1) $_____

D. Net advances outstanding to delegate agencies $_____

E. Anticipated total cash needed for the two months following the report month $_____

2. Subtotal (C + D + E) $_____

F. Cash Deficiency or Surplus (1 - 2) $_____

G. Cash Requested (Round off) $_____

SECTION IV REMARKS

(Attach Additional Sheets as Needed)_____

SECTION V CERTIFICATION

I certify that this report is true in all respects and that all disbursements have been made for the purpose and conditions of the contract.

Type Name and Title _____ Signature _____ Date _____ Phone _____

FOR CSOEO USE ONLY:

APPROVED FOR PAYMENT: CALIFORNIA SOEO

ECWD _____ B&A _____ Authorized Signature _____

03900-822-

ATTACHMENT B

MONTHLY REPORT OF COSTS AND STATUS OF CASH

PROGRAM: DOE Weatherization Assistance for Low-Income Persons (Rd.III) DATE: _____

PROJECT CODE: 822 CONTRACT NO.: _____ REPORT MONTH: _____

TO:	FROM:
EDD/California SOEO Budget & Accounting Unit 555 Capitol Mall, Room 325 Sacramento, CA 95814	

SECTION I ADVANCE REQUEST

THIS SECTION FOR ADVANCE REQUEST ONLY

Amount Requested

$_____

EXPENSE/ ACTIVITY CODES: 931-051

SECTION II EXPENDITURES AND ADJUSTMENTS

EDD/OEO Expense And Activity Codes	Cost Category	Program Budget (1)	Last Month's Cumulative Costs (2)	Adjustment To Last Mo Cumulative Costs (3)	Report Month Costs (4)	Cumulative Costs (5)	Remaining Budget Amount Available (6)
932-051	1. Administrative Costs						
		XXX	XXX	XXX	XXX	XXX	XXX
933-051	2. Liability Insurance						
		XXX	XXX	XXX	XXX	XXX	XXX
	3. Program Costs	XXX	XXX	XXX	XXX	XXX	XXX
934-051	A. Transportation	XXX					XXX
935-051	B. Tools & Equipment	XXX					XXX
936-051	C. On-Site Supervisor	XXX					XXX
	Subtotal (A+B+C)	XXX					XXX
937-051	D. Materials	XXX					XXX
	Total Program Costs (A+B+C+D)						
		XXX	XXX	XXX	XXX	XXX	XXX
	Grand Total (1+2+3)						

CSOEO FORM 7050 (7/79)

Column 5 From Last Month's Form

Explain in Section IV "Remarks"

Columns 2+3+4=5

Columns 1-5=6

ATTACHMENT C

VI. WEATHERIZATION MATERIALS/EQUIPMENT STANDARDS

RULES AND REGULATIONS

Insulation

Appendix A--Standards for Weatherization Materials

1. Chart

Insulation--Mineral fiber (Material or product)	(Standards)
Blanket/batt	Conformance to F.S. 1/ HH-I-521E and ASTM C665-70.
Board	Conformance to F.S. HH-I-526C and ASTM C612-70 or C726-72.
Duct material	Conformance to F.S. HH-I-558B.
Loose fill	Conformance to F.S. HH-I-1030A and ASTM C764-73.
Insulation--Mineral cellular:	
Aggregate board	Conformance to F.S. HH-I-529B.
Cellular glass	Conformance to F.S. HH-I-551E and ASTM C552-73.
Perlite (Not commonly used in CA)	Conformance to F.S. HH-I-574A and ASTM C549-73. (R. value too low for cost effective use in some CA areas)
Vermiculite (Not commonly used in CA)	Conformance to F.S. HH-I-585B and ASTM C516-67. (R. value too low for cost effective use in some CA areas)
Insulation--Organic fiber:	
Type I Cellulose--classes 25 & 50	Conformance to F.S. HH-I-515C and ASTM C739-73 (loose fill).
Cellulose--class 50	Conformance to ASTM C739-73 (loose fill) and fire safety requirements. 2/
Vegetable	Conformance to F.S. HH-I-528B and fire safety requirements.
Board and block	Conformance to F.S. LLL-I-535A and ASTM C208-72 and fire safety requirements.
Insulation--Organic cellular:	
Polystyrene board	Conformance to F.S. HH-I-524B and ASTM C578-69 and fire safety requirements.
Urethane board	Conformance to F.S. HH-I-530A and ASTM C591-69 and fire safety requirements.
Flexible unicellular	Conformance to F.S. HH-I-573B and ASTM C534-70 and fire safety requirements.
Insulation--Air spaces: Reflective	Conformance to F.S. HH-I-1252B.
Storm windows:	
Aluminum frame	Equivalent to ANSI A134.3-1972.
Wood frame	Conformance to Sec. 3 of NWMA Industry Standard I.S.2-73.
Rigid vinyl frame	Conformance to NBS Product Standard PS26-70 and performance guarantee.
Frameless plastic glazing	Required minimum thickness, 6 mil (0.006 in.)
Storm doors:	
Aluminum	Equivalent to ANSI A134.4-1972.
Wood:	
Pine	Conformance to Sec. 3 of NWMA I.S.5-73.
Fir, hemlock, spruce	Conformance to Sec. 3 of FHDA/S-75.
Hardwood veneered	Conformance to Sec. 3 of NWMA I.S.1-73.
Rigid vinyl	Conformance to NBS Product Standard PS26-70 and performance guarantee.
Caulks and sealants	Commercial availability.
Weatherstripping	Do.
Vapor barriers	Conformance to ASTM C755-73.
Clock thermostats	Commercial availability.
Clock thermostats - Skirting	Commercial availability.
Items to improve attic ventilation	Commercial availability.
Vapor barriers	Commercial availability.
Materials used as a patch to reduce infiltration through the building envelope	Commercial availability.

NOTES

1/ I.S. means federal specifications as cited, copies of which may be obtained from Specifications Sales, Building 197, Washington Naval Yard, General Services Administration, Washington, D.C. 20407.

2/ For fire safety requirements, see Sec. 2.1.3.1 of NBSIR 75-795 which may be obtained from DOE.

(FR Doc. 77-15515 Filed 5-31-77; 8:45 am)

* Standards for California as recommended by EGIA and the Energy Commission. Each bag must be identified with an Underwriters Laboratory Label.

ATTACHMENT D

Agency Goals

Priority Populations to be Served

	Number	Percent
Total Houses to be Weatherized	38	100
Elderly	19	50
Handicapped	2	5

JOINT EXERCISE OF POWERS AGREEMENT
TO ESTABLISH A JOINT RISK MANAGEMENT PROGRAM
AND TO PROVIDE PROPERTY, WORKER'S COMPENSATION,
LIABILITY AND OTHER INSURANCE COVERAGES

AGREEMENT NO. 79-333

THIS AMENDED AGREEMENT is dated for convenience as of August 1, 1979, and supersedes the original agreement dated March 1, 1979, and entered into between certain of the PUBLIC AGENCIES within Yolo County, hereafter referred to as "Member Agencies", and comprised of the following PUBLIC AGENCIES:

City of Davis
City of Winters
City of Woodland
County of Yolo
Esparto Unified School District.

FILED
MAR 5 - 1980
PETER McNAMEE, Clerk
By Deborah Ortega Kirkland
DEPUTY

RECITALS

This agreement is predicated upon the following facts:

1. WHEREAS the Member Agencies are public agencies organized and operating under the laws of the State of California;
2. WHEREAS, the following state laws, among others, authorize the Member Agencies to enter into this agreement:
   a. Labor Code section 3700(b) allowing a local public entity to fund its own worker's compensation claims;
   b. Government Code sections 989 and 990, and Education Code section 15802, permitting a local public entity to insure itself against liability and other losses;
   c. Government Code section 990.4 permitting a local public entity to provide insurance and self-insurance in any desired combination;
   d. Government Code section 990.8 permitting two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of Government Code

sections 6500 - 6515;

e. Government Code section 6500-6515 permitting two or more local public entities to jointly exercise under an agreement any power which is common to each of them;

3. WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of (a) developing an effective risk management program to reduce the amount and frequency of their losses, (b) pooling their self-insured losses, and (c) jointly purchasing excess insurance and administrative services in connection with a joint protection program for said parties; and

4. WHEREAS, a feasibility study has shown that it is economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1.

PURPOSES

This Agreement is entered into by Member Agencies pursuant to the provisions of California Government Code Section 990, 990.4, 990.8, and 6500 et seq. in order to develop an effective risk management program: (a) to reduce the amount and frequency of their losses, (b) pool their self-insured losses and (c) jointly purchase excess insurance and administrative services in connection with a joint protection program for said parties. This purpose shall be accomplished through the exercise of the powers of Member Agencies jointly in the creation of a separate entity, to be known as the "Yolo County Public

Agency Risk Management Insurance Authority", to administer a joint protection program wherein Member Agencies will pool their losses and claims, jointly purchase excess insurance and administrative and other services, including claims adjusting, data processing, risk management, loss prevention, legal and related services.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional public agencies organized and existing under the Constitution or laws of the State of California as may desire to become parties to this Agreement and members of the Authority, subject to approval by the board.

It is also the purpose of this Agreement to provide for the removal of participating agencies for cause, or upon request.

ARTICLE 2.

Definitions. Unless the context otherwise requires;

(a) "Authority" means the Yolo County Public Agency Risk Management Insurance Authority created by this Agreement;

(b) "basic risk coverages" are property, workers' compensation, and liability coverages subject to such exclusions as may be determined by the board from time to time;

(c) "board" is the governing board of the Authority;

(d) "broker" is the insurance broker hired by the board to acquire insurance coverage;

(e) "central loss funds" are the funds created by the Authority for each major type of coverages for the purpose of paying the cost of covered losses for each of these types of coverages;

(f) "Certificate of Protection" is the document issued by the Authority to Member Agencies specifying the scope and amount of pooled protection provided to each Member Agency by the Authority.

(g) "claims" shall mean demands made against the Authority arising out of occurrences which are within the Authority's joint protection program as developed by the board;

(h) "claims adjuster" is the claims adjuster hired by the board to determine losses and make or recommend payments from the appropriate central loss funds;

(i) "covered losses" are those losses resulting from claims against Member Agencies which are in excess of the Member Agency's deductible, and are insured by the Authority;

(j) "excess insurance" shall mean that insurance purchased by the Authority to cover losses in excess of the Authority's self-insured retention

(k) "incurred loss" is the sum of monies paid and reserved by the Authority that is necessary to investigate and defend a claim and to satisfy a covered loss sustained by a Member Agency;

(l) "member" means a member of the board and includes an alternate member;

(m) "Member Agency" means any of the public agencies which are a party to this Agreement;

(n) "operating funds" are the funds established by the Authority for each major type of coverage for the purpose of paying insurance premiums, administration, and other costs except the payment of covered losses for each of these types of coverages;

(o) "risk manager" is the person or firm appointed by the board to be its Secretary and the Chief Administrative Officer of the Authority.

(p) "special district" shall mean special districts within the County of Yolo which provide governmental service; provided, however, "special district" shall not include school districts. Special districts shall be treated as member agencies except that such districts shall be represented on the Board by the County of Yolo in accordance with Article 7 hereof.

ARTICLE 3.

Rules of Construction.

(a) The present tense includes the past or future tense; the future includes the present tense.

(b) The singular includes the plural and the plural includes the singular.

(c) Shall is mandatory and may is permissive.

(d) The masculine gender includes the feminine and neuter.

ARTICLE 4.

PARTIES TO AGREEMENT

Each party to this Agreement certifies that it intends to, and does contract with, all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added as parties to, and signatories of, this Agreement pursuant to Article 27. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Article 23 or 24, shall not affect this Agreement nor the remaining parties' intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 5.

Creation of Authority. Pursuant to section 6500 of the Government Code, there is hereby created the Authority, a public entity, separate and apart from the parties to this Agreement.

ARTICLE 6.

Term of Agreement. This agreement becomes effective March 15, 1979 and continues until terminated as hereafter provided.

ARTICLE 7.

Governing Board. The Authority shall be governed by a board composed of one member from each Member Agency, each serving in an individual capacity as a member of the board. Each Member Agency's policy-making body shall appoint either its Chief Administrative Officer, or the department head or staff person responsible for its risk management function. Each Member Agency's policy-making body shall also appoint one alternate member. The alternate shall have similar qualifications as the member. The alternate may attend, participate in, and vote at any meeting of the board at which the regular member from the alternate's agency is absent. Each member serves at the pleasure of the appointing policy-making body. If a person serving as a member ceases to be responsible for the Member Agency's risk management function, the Member Agency's policy-making body shall promptly appoint as the agency's board member, the person who succeeds to the performance of the risk management function. Each member of the board has one vote. A board member is not entitled to compensation from the Authority. However, the board may authorize reimbursement for expenses incurred by a member in connection with his duties as a board member.

For the purposes of this Agreement in general, and this article in particular, all Special Districts which eventually become a party to this Agreement shall be represented on the board by the County of Yolo; in doing so, the County of Yolo shall cast a total of only one vote on any motion which vote shall be made on behalf of the County and any and all special districts represented by County.

ARTICLE 8.

Board Meetings and Records.

(a) Regular Meetings. The board shall hold at least one regular meeting each year. The board shall fix the date upon which, and the hour and place at which, each regular meeting is to be held. The risk manager may request special meetings as needs dictate. Special meetings may also be called upon written request by at least one-third of the members. Notice of such special meetings shall be delivered personally or by mail to each board member at least 24 hours before the time of such meeting.

(b) Ralph M. Brown Act. Each meeting of the board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

(c) Minutes. The risk manager shall have minutes of all regular, adjourned regular and special meetings kept. As soon as possible after each meeting, he shall have a copy of the minutes forwarded to each member of the board and to each Member Agency.

(d) By-laws and Regulations. As soon as practicable after the first meeting of the board, and within the first twelve months of the Authority's existence, the board shall cause to be developed Authority By-laws, and a Policy and Procedure Manual, to govern the day-to-day operations of the Authority, which are not inconsistent either with applicable law or with this Agreement. Each board member and each Member Agency shall receive a copy of any By-laws, Policy Statement or Manual developed under this Article. Thereafter, the board may adopt additional by-laws and regulations which are not inconsistent either with applicable

law or with this Agreement. The risk manager shall send to each board member and to each Member Agency each by-law and regulation and amendment promptly after its adoption by the board.

(e) Quorum. No business may be transacted without a quorum of the members of the board being present. A quorum shall consist of two-thirds of the members of the entire board. Two-thirds of the members must vote in favor of a motion to approve it. The board shall adopt appropriate rules, not inconsistent herewith, for the orderly transaction of its business. In determining what number constitutes a quorum of the entire board, the number of Member Agencies shall be multiplied by a factor of 0.667, and the resulting product shall be rounded to the nearest whole number, which shall constitute a quorum of the board.

(f) Executive Committee. The board may establish an executive committee and delegate to it functions not otherwise reserved to the entire board.

ARTICLE 9.

Officers.

(a) The board shall elect a president and vice-president from among its members at its first meeting. Thereafter, at its first meeting in each succeeding fiscal year, the board shall elect a president and vice-president. Each officer shall assume the duties of his office upon election. If either the president or vice-president ceases to be a member, the resulting vacancy shall be filled at the next regular meeting of the board which is held after the vacancy occurs. The president shall preside at and conduct all meetings of the board. In the absence or inability of the president to act, the vice-president acts as president.

(b) The risk manager shall be the Secretary and Chief Administrative Officer of the Authority.

(c) The board shall appoint as a treasurer a person who need not be a member of the board, but who shall be the finance director of a member agency; such appointment shall be subject to the approval of the employee's agency. This person shall have the powers, duties and responsibilities specified in Government Code section 6505.5.

(d) The board shall require the risk manager and the treasurer to each file with the Authority an official bond in an amount to be fixed by the board, but not less than $100,000. The Authority shall pay the cost of the premiums for each bond required by it.

(e) The board may appoint such other officers and employees, and may contract with consultants and other professional persons or firms, as it considers necessary to carry out the purposes of this Agreement.

(f) Any Member Agency who agrees to have an employee assigned duties pursuant to paragraphs "c" and/or "e" of this article shall be reimbursed by the Authority for that employee's time or services rendered on behalf of the Authority. Any loss or liability arising out of the activities of such assigned officer or employee while carrying out assigned duties shall be the responsibility of the Authority.

ARTICLE 10.

Powers of Authority. The Authority is authorized, in its own name, to do all acts necessary for the exercise of those powers referred to in recital 2 including, but not limited to each of the following:

(a) make and enter into contracts;

(b) incur debts, liabilities and obligations; but no debt, liability or obligation of the Authority is a debt, liability or obligation of any agency which is a party to this Agreement, except as otherwise provided by Articles 25 & 26;

(c) acquire, hold or dispose of real and personal property;

(d) receive contributions and donations of property, funds, services and other forms of assistance from any source;

(e) sue and be sued in its own name;

(f) employ agents and employees;

(g) acquire, construct, manage and maintain buildings;

(h) lease real or personal property including that of a member agency;

(i) receive, collect, invest and disburse monies.

These powers shall be exercised in the manner provided by law, and, except as expressly set forth in this agreement, subject only to those restrictions upon the manner of exercising the powers which are imposed upon municipalities in the exercise of similar powers.

ARTICLE 11.

Fiscal Year. The "fiscal year" of the Authority is the period from the first day of July of each year to and including the last day of June of the following year.

ARTICLE 12.

Establishment and Administration of Funds.

(a) The Authority shall establish the following funds:

(1) a central loss fund for each major type of insurance coverage (i.e., liability, property, and worker's compensation);

(2) an operating fund for each major type of insurance coverage (i.e., liability, property, and worker's compensation).

The Authority may establish such other funds as the board considers necessary.

(b) Central Loss Fund.

(1) The central loss funds shall be used only for the purpose of paying the covered losses and related settlement costs (including claims adjusting and legal defense fees) for which the Authority is self-insured, and of establishing a reserve to cover probable future payments for claims and suits not settled. The Authority may make a loss payment from the central loss funds only to the extent that the loss exceeds $1,000 or such greater deductible to which the Member Agency, which sustained the loss, has agreed, and only to the maximum amount of the protection provided by the Authority, but limited to the actual amount of the loss.

(2) Separate reserves shall be maintained for each of the central loss funds. Reduction of excess reserves shall only be accomplished by the board, pursuant to Article 15, through reduction of future premiums for the coverages provided through the central loss fund (s) which has the excess reserves. No rebate of the excess reserves shall be made to the Member Agencies.

(c) The operating funds are for the purpose of paying excess insurance premiums, broker's fees, consultant fees, legal fees (this does not include claims legal defense costs), employee salaries, and such other operating expenses as the board directs.

(d) All Authority funds shall be deposited in one or more of the following:

(1) the treasury of the Member Agency from which the treasurer of the Authority is selected,

(2) a bank selected by the board,

(3) the treasury of the State of California.

The treasurer shall invest and reinvest the funds in compliance with state laws and in the same manner as if they were the Member Agency's funds. All interest received on the Authority's invested funds shall be credited to the respective fund of the Authority from which the investment was made.

(e) The treasurer shall draw warrants on funds only in accordance with procedures established by the board. The board may delegate the authority to draw warrants against the central loss funds to a claims committee comprised of two board members, and the risk manager. The board may authorize the risk manager or claims adjuster to draw a warrant for a claim settlement for an amount of not more than $5,000. The board may increase or reduce this authority by fixing a larger or lesser maximum amount. The board may delegate the authority to draw warrants on the operating funds, and on such other funds as it creates.

ARTICLE 13.

Budget. The Authority shall adopt an annual budget not later than the first day of its fiscal year.

ARTICLE 14.

Initial Funding. Each Member Agency shall initially pay into the Authority a sum of money to permit the retention of a risk manager, broker, claims adjuster, claims legal defense counsel, and other staff resources, and to incur costs necessary to establish and equip the Authority for operations. The total initial funding, and the proportion of it to be paid by each Member Agency, shall be determined by the board and shall be based upon the estimated total first year premium payments to be paid by each Member Agency to the Authority as a proportion of the total first year premium payments to be paid by all Member Agencies. Each Member Agency shall make its initial pay-

ment not later than 15 days following the board's determination.

Each Member Agency making the payment required by this Article shall receive a credit for the amount of payment, which shall be applied to the amount due from that Member Agency during FY 1978-79 for premium charges for risk coverages provided by the Authority.

ARTICLE 15.

Premium Charges for Basic Risk Coverages. During each of the first three years of membership in the Authority, each Member Agency shall pay to the Authority as its annual premium charge for the basic risk coverages available through the Authority, the amount equal to the annual premiums incurred by each Member Agency for property, workers' compensation, and liability insurance coverages for the twelve months period immediately preceding the beginning of the Authority's fiscal year in which the Agency becomes a member of the Authority, modified by whatever surcharge or credit may be specified by the board. Thereafter, the risk manager shall calculate annually the amount of the premium payments for each Member Agency's basic risk coverage. The risk manager shall make estimated calculations, review them with and have them approved by the board, and shall distribute the bills at least 30 days before the end of the policy period preceding the policy period for which the charges apply. The bill for basic risk coverage is due and payable no later than fifteen (15) calendar days following the commencement of the policy period for which the Authority is providing risk coverage; failure of a Member Agency to pay its bill in full by this date shall constitute sufficient grounds for the Board to immediately cancel the Member Agency's certificate of protection.

The annual premium charge to each Member Agency for each basic risk coverage shall consist of each Member Agency's prorata share of:

(1) Excess insurance premium;

(2) Charge for pooled risk, recognizing the deductible selected;

(3) Claims adjusting and legal costs, and

(4) Administrative costs and other costs to operate the Authority.

In addition, each Member Agency's incurred loss experience shall be taken into account. More specifically, at the end of the third full year under this program, incurred losses in all lines for all three years shall be summarized for each Member Agency. Premium charges are to be based on the premise that normal incurred losses shall represent fifty percent (50%) of each Member Agency's premium. To the extent that a Member Agency's incurred pool losses exceed this "normal" figure during this first three year period, the Member Agency shall be charged a higher premium for the fourth year period which is equal to the average annual premium for this first three year period multiplied by the fraction of actual incurred pool losses during this period divided by "normal" incurred pool losses for this first three year period, subject to a maximum increase in premium of thirty percent (30%), or such other percentage as determined by the board, to reflect incurred loss experience.

Conversely, for a Member Agency with an incurred pool loss experience for this first three year period which is less than "normal", the fourth year premium shall be the average annual premium paid during the first three year period multiplied by the fraction of actual incurred pool losses during this period divided by "normal" incurred pool losses for this period, subject to a minimum premium of seventy percent (70%), or such other percentage as determined by the board, of the average annual premium paid during this first three year period.

This can be summarized by the following formula:

$$\text{Average Pool Premium Charge}^{*} \times \frac{\text{Actual Incurred Pool Losses}^{*}}{50\% \text{ of Average Pool Premium Charge}^{*}} = \text{Adjusted Premium}^{**}$$

*Years "a+b+c"

**(Adjusted Premium not to be greater than 130%, nor less than 70% of Pool Premium Charges, or such other percentages as determined by the board.)

At the end of the fourth year, another calculation, as described above, shall be made for each Member Agency, dropping the first full year's incurred pool loss experience and adding the fourth year's incurred pool loss experience. Similarly, each year thereafter, this type of calculation shall be made for each Member Agency, dropping the "oldest" year of the three years incurred loss experience used in the formula and adding the most recent year's incurred loss experience to the remaining two years' incurred loss experience, in order to generate each Member Agency's adjusted premium.

ARTICLE 16.

Risk Coverage and Deductibles.

(a) Basic Risk Coverage. The basic risk coverage premium charge referred to in Article 15 is payment for the certificate of protection issued by the Authority to each Member Agency for the basic risk coverage specified in the certificate. The board may, but is not required to, use standard form policies utilized in the market for comprehensive general and automobile liability, and property and workers' compensation coverages, such as the comprehensive general liability form or the public entity liability form formerly used by Pacific Indemnity Company. The scope of property, liability, and workers' compensation coverages in the pool shall be determined by the board.

In case of property coverage, such as fire, the certificate of protection shall be in the amount of the insurable

replacement value of all the property of each of the Member Agencies which the Members Agencies and the Authority agree to be covered. It shall be updated annually according to the revised values to be furnished by each Member Agency which have been obtained as prescribed in Article 21 (h). All claims for property losses sustained by each Member Agency shall be paid in an amount up to, but not exceeding, each Member Agency's specified insurable replacement value for the property in question, less the deductible amount. Each Member Agency by the act of paying the risk coverage charge accepts the basic risk coverage provided by the policy.

(b) Effective Date. Pursuant to the payment of premiums by each Member Agency to the Authority, the Authority shall issue to each Member Agency a certificate of protection, indicating the risk coverage provided to the Member Agency by the Authority. The coverage provided by the policy begins for each Member Agency on such date as set forth in the policy and shall expire at the end of each policy period of the Authority.

(c) Deductibles. For each certificate provided, the Authority is responsible for the risks covered by the certificate over and above the deductible but only up to the limits of the certificate, or the amount of the settlement, whichever is lesser. Each Member Agency is responsible for the deductible applicable to it under the certificate. Each Member Agency shall designate the deductible for each of its certificates, but in no case may the deductible be less than $1,000 for each covered loss. The deductible may vary from one Member Agency to another and the Authority shall take the amount of the deductible into consideration in calculating the amount charged to each Member Agency for the risks covered.

(d) Subrogation. The Authority shall share each subrogation recovery with the Member Agency in the proportion that the deductible bears to the loss incurred after first deducting the cost of the subrogation. The term "loss" includes the deductible, claims paid,

legal costs and all other costs related to the handling and satisfaction of the claim. Each subrogation action shall be brought on behalf of both the Member Agency and the Authority.

(e) Special Coverages. The board may, from time to time, negotiate with a Member Agency special changes covering additional or lesser risks, as may be requested by a Member Agency. However, in doing so, the board may not make a change in the basic risk coverage of other Member Agencies without first obtaining the written consent of each of the other Member Agencies affected if the change would directly result in a greater contribution to be made by the other Member Agencies or would decrease the amount of their basic risk coverage. (This restriction on change does not apply where the coverage or contribution of Member Agencies is changed due to a cause other than a request from a Member Agency for a special change in risk coverage.) If the board desires to make a special change in risk coverage which has been requested by a Member Agency, and such special change would increase the contribution of the Member Agency, the board shall make the special change available to the Member Agency, and to such other Member Agencies who also desire the special change in basic risk coverage at a premium which is calculated so that the Member Agencies requesting the special or additional coverage will pay for the entire cost of the change in risk coverage.

ARTICLE 17.

Accounts, Records, and Audits.

(a) Accounts and Records. The treasurer shall establish and maintain the funds and accounts in accordance with acceptable accounting practices and shall maintain such other records as the board re-

quires. Books and records of the Authority in the possession of the treasurer shall be open to inspection at all reasonable times by designated representatives of the Member Agencies. Within 60 days after the close of each fiscal year, the treasurer shall give a complete written report of all financial activities for that fiscal year to each member and to the legislative body of each Member Agency.

(b) Audits. The board shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority at the end of each fiscal year. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code section 26909 and shall conform to generally accepted auditing standards. When an audit is completed, the Authority shall have a copy of the audit report filed as a public record with each Member Agency. The audit report shall be filed within 6 months of the end of the fiscal year under examination. The Authority shall bear the costs of the audit. These costs are a charge against the operating funds of the Authority.

ARTICLE 18.

Responsibility for Monies. The treasurer of the Authority shall have the custody of and shall disburse Authority funds as directed by the board, and as provided by accounting procedures developed in accordance with this agreement, and as nearly as possible in accordance with generally accepted accounting principles.

ARTICLE 19.

Loss Records. The Authority shall maintain or have maintained accurate loss records for all covered risks, for all claims paid, and for such other losses as it requires or directs be maintained.

ARTICLE 20.

Authority Functions and Responsibilities. The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

(a) Assist Member Agencies in developing their risk management statements;

(b) assist each Member Agency's assigned risk manager with the implementation of the Member Agency's risk management program;

(c) provide advice and assistance to each Member Agency's risk management advisory committee;

(d) provide coverage, as authorized by the board, through, but not limited to, a self-insurance fund and commercial insurance, as well as excess coverage and umbrella insurance, by negotiation, bid, or purchase;

(e) provide loss prevention, safety, and security advice;

(f) provide claims management services for covered risks, which exceed the Member Agency's deductible, and for covered risks that do not exceed the Member Agency's deductible;

(g) provide claims recovery and subrogation services to investigate, pursue and collect for damages caused by the acts of others;

(h) assist in providing rehabilitation services under worker's compensation to reduce industrial disability retirement liabilities;

(i) establish actuarial services to distribute costs and generate revenues in accordance with the provisions of Article 15 herein;

(j) provide loss analysis control by use of statistical analysis, data processing, record and file keeping services in order to help identify high exposure operations and evaluate proper levels of self-retention and deductibles;

(k) assist Member Agencies in maintaining current, complete, and accurate building and contents values by location for insured properties by helping them to obtain the services of a competent property appraisal firm;

(l) conduct risk management audits to review the participation of each Member Agency in the program. The Audit Team shall be comprised of the risk manager, a representative from the Member Agency being audited, and a representative from another Member Agency selected by the board;

(m) select legal counsel after a committee composed of attorneys of the Member Agencies has solicited "Requests for Proposals" and submitted its recommendation to the board;

(n) perform other functions as required by the board for the purpose of accomplishing the goals of this Agreement.

ARTICLE 21.

Member Agency Responsibilities. Each Member Agency has the following responsibilities:

(a) appoint its representative and alternate to the Authority board;

(b) appoint an employee of the Member Agency to be responsible for the risk management function within that Member Agency, and to serve as a liaison between the Member Agency and the Authority regarding risk management matters;

(c) adopt a risk management statement;

(d) adopt and implement a risk management program which can reasonably be expected to reduce, or minimize, the Member Agency's losses;

(e) establish a risk management advisory committee to work with the risk manager of the Authority;

(f) establish and maintain an active safety committee;

(g) report to the Authority's risk manager, during the development stage, the addition of new programs, and the significant reduction or expansion of existing programs;

(h) annually provide the Authority with current, complete, and accurate information which has been developed by a reputable appraisal firm approved by the board on the insurable replacement cost values of buildings and contents covered by the Authority; (property coverage shall not be made available to a Member Agency until such time as the Member Agency has made available to the Authority the above-described appraisal information);

(i) cooperate fully with the Authority in determining the cause of losses and in the settlement of losses;

(j) comply with the risk management requirements established by the Authority pursuant to this Agreement;

(k) pay its premiums, and any adjustments thereto, promptly to the Authority when due. After withdrawal or termination, such agency shall pay promptly to the Authority its share of any additional premium, when and if required of it by the Board under Article 24 or 25 of this Agreement;

(l) provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the joint protection program under this Agreement;

(m) cooperate with and assist the Authority, and any insurer, claims adjuster or legal counsel, of the Authority, in all matters relating to this Agreement and covered losses, and comply with all by-laws, policies, rules and regulations adopted by the Board.

ARTICLE 22.

Authority Formation.

(a) Upon signing this Agreement, the representatives of the Member Agencies serving as members of the board shall meet to:

(1) elect a president and vice-president to serve for the balance of fiscal year 1978-79 and the next fiscal year thereafter;

(2) appoint a treasurer to receive and disburse the initial funds as set forth in Article 14;

(3) interview and hire a consulting firm to perform certain services, as set forth in subsection (b) hereof, for the Authority under direction of the board.

(b) The consulting firm hired by the board shall perform the following services:

(1) serve as the risk manager of the Authority for the first year of the Authority's operation and until such time thereafter that a full-time risk manager can be hired by the Authority;

(2) canvas the market and recommend not less than two insurance brokerage firms for hire and develop a recommended contractual relationship or agreement document for brokerage services;

(3) simultaneously canvas the market and recommend not less than two claims adjusting companies together with a recommended service contract document;

(4) simultaneously canvas the market and recommend not less than three claims legal defense firms for hire and assist in developing a recommended contractual relationship or agreement document for claims legal defense services;

(5) assist in developing certificates of protection, and in obtaining excess insurance for the losses not self-insured by the Authority, and sign up participating Member Agencies for desired coverages made available by the Authority, and for desired deductibles;

(6) towards the end of the first year of the Authority's operation, canvas the market and recommend no less than three persons or firms for the risk management position including salary range and related fringe benefits, or other appropriate compensation arrangement;

(7) advise the board as to the timing for beginning the services of the risk manager and terminating the services of the consultant;

(8) other such services as consistent with this Agreement desired by the board.

ARTICLE 23.

Cancellation. The Authority shall have the right to cancel any Member Agency's participation in the joint protection program upon two-thirds vote of the entire board. Any Member Agency so cancelled shall, on the effective date of the cancellation, be treated the same as if the Member Agency had voluntarily withdrawn from this program.

ARTICLE 24.

Withdrawal.

(a) A Member Agency may withdraw as a party to this Agreement any time prior to the effective date of the Joint Powers Agreement.

(b) A Member Agency that does not approve the Joint Powers Agreement prior to its effective date must withdraw as a party to this Agreement prior to the effective date of the program, or it will be considered to have voluntarily withdrawn upon such effective date.

(c) A Member Agency which enters the joint protection program shall not withdraw as a party to this Agreement and as a member of the Authority for a three-year period commencing on the effective date of the Joint Powers Agreement.

(d) After the initial three-year noncancellable commitment to the program, a Member Agency may withdraw only at the end of a fiscal year of the Authority, provided it has given the Authority a six-

month written notice of its intent to withdraw from this Agreement and the joint protection program;

(e) Any Member Agency which withdraws as a party to this Agreement pursuant to Sections (a), (b), (c), or (d) of this Article shall not be reconsidered for new membership until the expiration of five years from the Member Agency's withdrawal.

ARTICLE 25.

Effect of Withdrawal.

(a) The withdrawal of any Member Agency from this Agreement shall not terminate this Agreement and no Member Agency, by withdrawing, shall be entitled to payment for, or return of, any premium, consideration, or property paid or donated by the Member Agency to the Authority, or to any distribution of assets.

(b) The withdrawal of any Member Agency after the effective date of the joint protection program shall not terminate its responsibility to contribute its share of premium or funds to any fund or insurance program created by the Authority until all claims, or other unpaid liabilities, covering the period the Member Agency was signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member Agency or credits to the Member Agency for the period of its membership has been made by the board. In connection with this determination, the board may exercise similar powers to those provided for in Article 26 (c)-(d) of this Agreement.

ARTICLE 26.

Termination and Distribution.

(a) This Agreement may be terminated any time during the first three noncancellable years by the written consent of all Member

ARTICLE 27.

New Members. After the effective date of the joint protection program is established by the Authority, additional agencies shall not be permitted to become signatories to this Agreement, or to enter the joint protection program, during the first two years of operation. Following the first two years of operation, the Authority may allow entry into the program, except as specified in Article 24 (e), of new members approved by the board only at the beginning of the Authority's fiscal year following the Authority's fiscal year in which the request to join the Authority is submitted to the board by the Agency requesting membership. Requests for membership shall only be considered by the board if the Agency requesting membership has submitted a written request to the board at least six months prior to the beginning of the Authority's fiscal year in which the Agency seeks membership. Moreover, the board shall not consider a request for membership unless it includes such premium, loss experience and risk exposure data as the board shall specify. Agencies entering under this Article shall be required to pay their share of organizational expenses as determined by the board, including those necessary to analyze their loss data and determine their premiums.

The above notwithstanding, the board may consider, and act upon, applications for membership from Fire Districts at some earlier date if the board so desires.

ARTICLE 28.

Notices. Notices to Member Agencies under this Agreement shall be sufficient if mailed to the office of the Chief Administrative Officer of the respective Member Agencies. Notices to the Authority shall be sufficient if delivered to the office of the risk manager.

ARTICLE 29.

Prohibition Against Assignment. No Member Agency may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member Agency shall have any right, claim, or title to any part, share, interest, fund, premium or asset of the Authority.

ARTICLE 30.

Amending Agreement. This agreement may be amended from time to time with the consent of each of the parties hereto.

ARTICLE 31.

Agreement Complete. The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHERE OF, the parties hereto have executed this Joint Exercise of Powers Agreement by their duly authorized officers.

CITY OF DAVIS

Thomas J. Tomasi
THOMAS J. TOMASI, Mayor

Dated: October 31, 1979

Howard L. Reese
HOWARD L. REESE, City Clerk

CITY OF WINTERS

John R. Martin
JOHN R. MARTIN, Mayor
JACK J. LOSOYA, Vice-Mayor

Dated: October 2, 1979

Gale A. Bruhn
GALE A. BRUHN, City Clerk

CITY OF WOODLAND

JOHN S. KIMURA, Mayor

Dated: October 4 1979

Jean Winnop
JEAN WINNOP, City Clerk

COUNTY OF YOLO

Betsy A. Marchand
BETSY MARCHAND, Chairperson

Dated: October 9, 1979

Attest: PETER McNAMEE, County Clerk,
Ex Officio Clerk of the Board of Supervisors

by Pete E. Lucas
PETE E. LUCAS, Deputy

ESPARTO UNIFIED SCHOOL DISTRICT

PHILIP J. PHILLIPS, Jr.
Chairman of the Governing Board

Dated: Oct 25, 1979

Frank Yelich
FRANK YELICH,
Clerk of the Governing Board

Book

RECEIVED SEP 24 1979

FILED

SEP 25 1979

PETER McNAMEE, Clerk

By Vicki Mayhana

AGREEMENT NO. 79-334

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between the County of Yolo Employment and Training Administration and the Woodland Office of the State of California Employment Development Department.

The purpose of this memorandum of understanding is to establish a coordinated effort and to delineate the responsibilities of both parties in the delivery of local manpower services. This agreement has been developed subject to the requirements of the CETA Regulations, Section 676.23(f).

This memorandum of understanding may be modified at any time upon the mutual agreement of both parties. It will remain in effect until a cancellation is agreed to.

Both parties agree to the following:

COORDINATION OF PRIME SPONSOR ACTIVITIES WITH THOSE FUNDED UNDER THE WAGNER-PEYSER ACT

1. EDD will serve the entire spectrum of the unemployed or the employed seeking career change, and CETA will limit itself to the economically disadvantaged persons suffering a multiplicity of barriers to successful employment.
2. Both parties understand that three areas of duplication exist and are justifiable due to differences in program/service approach, length, intensity, and/or materials utilized. These three areas are:
    1. Vocational Testing
    2. Job Search Workshops
    3. Direct referral and placement.

EMPLOYER CONTACTS

1. EDD and the Prime Sponsor will both continue to contact employers, with the Prime Sponsor emphasizing the development of on-the-job training slots and coordinating education projects.

ALLOWANCE PAYMENT SYSTEM

1. EDD will continue to provide the Prime Sponsor with the "CETA Training Notice" upon request for CETA classroom training participants.
2. The Prime Sponsor will operate an allowance payment system that complies with CETA regulations and is subject to the terms as described in the Comprehensive Employment and Training Plan (CETP).

TARGETED JOB TAX CREDIT PROGRAM

1. EDD will be the certifying agency for Targeted Job Tax Credit Program applicants through a non-financial agreement.
2. EDD also will be responsible for TJTC referral and public relations.
3. The Prime Sponsor will provide assistance for TJTC eligibility determination, for selected groups, through a Financial Agreement.

PUBLIC SERVICE EMPLOYMENT

1. EDD will be provided job descriptions of available PSE positions within 24 hours of the time they open for recruitment.
2. EDD will refer all eligible persons interested in that position to the Prime Sponsor for eligibility certification and referral.

3. The Prime Sponsor will notify EDD of all referrals that were selected for PSE participation.

Roger Baldwin
Employment Development Officer
Employment Development Department

Betsy A. Marchand
Chairman
Yolo County Board of Supervisors

SEP - 6 1979

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

PK

AGREEMENT NO. 79-334

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between the County of Yolo Employment and Training Administration and the Woodland Office of the State of California Employment Development Department.

The purpose of this memorandum of understanding is to establish a coordinated effort and to delineate the responsibilities of both parties in the delivery of local manpower services. This agreement has been developed subject to the requirements of the CETA Regulations, Section 676.23(f).

This memorandum of understanding may be modified at any time upon the mutual agreement of both parties. It will remain in effect until a cancellation is agreed to.

Both parties agree to the following:

COORDINATION OF PRIME SPONSOR ACTIVITIES WITH THOSE FUNDED UNDER THE WAGNER-PEYSER ACT

1. EDD will serve the entire spectrum of the unemployed or the employed seeking career change, and CETA will limit itself to the economically disadvantaged persons suffering a multiplicity of barriers to successful employment.
2. Both parties understand that three areas of duplication exist and are justifiable due to differences in program/service approach, length, intensity, and/or materials utilized. These three areas are:
    1. Vocational Testing
    2. Job Search Workshops
    3. Direct referral and placement.

EMPLOYER CONTACTS

1. EDD and the Prime Sponsor will both continue to contact employers, with the Prime Sponsor emphasizing the development of on-the-job training slots and coordinating education projects.

ALLOWANCE PAYMENT SYSTEM

1. EDD will continue to provide the Prime Sponsor with the "CETA Training Notice" upon request for CETA classroom training participants.
2. The Prime Sponsor will operate an allowance payment system that complies with CETA regulations and is subject to the terms as described in the Comprehensive Employment and Training Plan (CETP).

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2. EDD also will be responsible for TJTC referral and public relations.
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2. EDD will refer all eligible persons interested in that position to the Prime Sponsor for eligibility certification and referral.

3. The Prime Sponsor will notify EDD of all referrals that were selected for PSE participation.

Betsy A. Marchand

Roger Baldwin
Employment Development Officer
Employment Development Department

Betsy A. Marchand
Chairman
Yolo County Board of Supervisors

SEP - 6 1979

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

State of California

CETA-VI-1 (5-79)
2 originals
6 copies

AGREEMENT NO. 79-335

BK.

FILED
NOV 3 - 1979
PETER McNAMEE, Clerk
By Dorie Miyakawa Deputy

Nonfinancial Agreement Signature Sheet

Under the
Comprehensive Employment and Training Act of 1978
(P.L. 95-524, Section 204)

1. Prime sponsor:

County of Yolo
Manpower Division
500 First Street
Woodland, CA 95695

2. Nonfinancial agreement number

8	0	0	3	8	5	7	9	9	9	8	5	9	9	0

Modification number: New

State Board of Education
California State Department of Education
721 Capitol Mall
Sacramento, CA 95814

3. Contact person: Cathie Wicks

Manpower Planning Coordinator (916) 666-8593
Title Phone number

4. Period covered by agreement:

10-01-79 through 9-30-80

5. Agreement:

Pursuant to Section 204 of the Comprehensive Employment and Training Act of 1978 (P.L. 95-524), this agreement is entered into by the State Board of Education and (name of prime sponsor) County of Yolo
This agreement consists of this sheet, the program planning and budget information summaries, and the program narrative.

As per this agreement the California State Board of Education is committed to provide for the prime sponsor the needed vocational education services and training outlined in the program narrative. The training and services will be provided upon receipt of funds from the Governor.

6. Estimated costs of training and services by cost category:

Cost category	Code	Estimated costs		
		Prior	Modification (+ or −)	New
Administration	306			0
Training	307			44,003
Allowances	308			0
Services	309			0
TOTAL				44,003

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
BY DEPUTY COUNTY COUNSEL

7. Approval by prime sponsor

Signature: Betsy C. Marchand
CHAIRWOMAN, BOARD OF SUPERVISORS
Name and title: COUNTY OF YOLO, STATE OF CALIFORNIA
Date: SEP - 6 1979

8. Approval by State Board of Education

Signature: Russell Libbetts
Name and title: [illegible]
Date: NOV 5 0 1979

See reverse side of this page for instructions.

STATE OF CALIFORNIA

Program Planning and Budget Information Summaries
Special Grant--Vocational Education
Under the
Comprehensive Employment Training Act of 1978
(PL 95-524, Section 204)

CETA-VE-2 (5-79)
2 originals
5 copies

Prime sponsor: County of Yolo

Contact person: Cathie Wicks

Phone: (916) 666-8593

Nonfinancial agreement number: 8 0 0 3 8 5 7 9 9 9 8 5 9 9 0

Modification number: New

I. Program Planning Summary

Vocational education enrollment transactions		Number of participants, cumulative by quarter, fiscal year-to-date			
		12/31/ (a)	3/31/ (b)	6/30/ (c)	9/30/ (d)
A. Total participants (Sum of A.1 and A.2)	(70)	32	54	70	70
1. New participants	(60)	22	44	60	60
2. Participants carried over from previous fiscal year	(10)	10	10	10	10
B. Total terminations (Sum of B.1 through B.4)		11	23	44	70
1. Entered employment		9	17	36	58
2. Additional positive terminations		1	3	4	6
3. Transfer to regular CETA		0	0	0	0
4. Other terminations		1	3	4	6
C. Planned participants (End of Quarter) (A minus B)		21	31	26	0

II. Budget Information Summary

Cost categories	Code	Funds available			Planned expenditures, this fiscal year (d)	Estimated unexpended funds, end of fiscal year (c — d) (e)
		Carry-in from previous fiscal year (a)	New funds, current fiscal year (b)	Total (a + b) (c)		
A. Administration	306					
B. Training	307	N/A	44,003	44,003		
C. Allowances	308					
D. Services	309					
E. Total		N/A	44,003	44,003	44,003	Unknown

III. Cumulative Quarterly Projections of Commitments and Expenditures

Activities		Amount projected, fiscal year to date			
		12/31/ (a)	3/31/ (b)	6/30/ (c)	9/30/ (d)
A. Total vocational education funds committed		44,003	44,003	44,003	44,003
B. Total projected vocational education expenditures (Item B.1 plus item B.2)		7,481	19,801	31,682	44,003
Projected expenditures for classroom training	317	7,481	19,801	31,682	44,003
Projected expenditures for services to participants	318	0	0	0	0

178-209 DE11391 5-79 300

State of California

(Tentative)
CETA-VE-3
(5-79)
8 Copies

NON-FINANCIAL AGREEMENT PROGRAM NARRATIVE

A detailed explanation of the following five areas will be developed by the prime sponsor for the expenditure of the Governor's Vocational Education funds available for the prime sponsor's area.

- Needs and objectives for vocational education training and services activities.
- Vocational education training and services activities to be provided.
- Results and/or benefits expected from the vocational education training and services activities.
- Linkages provided by the prime sponsor, sub-grantee or other agencies with the program training and services activities.
- Standards by which the prime sponsor will judge the effectiveness of the vocational education training and services.

The spaces provided should be adequate to provide the basic information required. Extra pages may be added if necessary to complete the information.

1.1 How was the need for vocational education training and/or services established?

Include evidence that there is reasonable expectation of employment in the occupations for which the participants are to be trained.

The Task Force Subcommittee of the Manpower Advisory and Planning Council sponsored a community comprehensive group planning process for CETA programs for FY 1980. Task #2 (Assessment of Job Opportunities in the Local Labor Market) and Task #3 (Identification of Local Training Resources and Resource Performance Levels) of the process concentrated on studying the need for training and the expectation of employment in various occupational clusters. The labor market need and employment expectation was then matched with training resources to develop the Prime Sponsor's goals for training in FY 1980. Various data provided by the Data and Research Division of EDD, local education institutions, and program operators was utilized by the group to identify areas of need and occupations with employment potential.

2. For each recommended or prospective Deliverer of Services, describe the following:

2.1 The training activities to be provided by each Deliverer of Services.

2.2 The service activities to be provided by each Deliverer of Services.

Include any Deliverer of Services who will have an activity funded through the Governor's special grant for vocational education.

Outreach, recruitment, intake, eligibility certification, program monitoring and job development will be provided by Project M.O.V.E. at no expense to this program.

Project M.O.V.E. is Yolo County's comprehensive manpower service system. Project M.O.V.E. is sponsored by the Yolo County Office of Education.

PROJECT MOVE - INDIVIDUAL REFERRAL

Occupational training will be provided through various training programs and educational facilities by an individual referral program operated by Project MOVE. In-depth assessment and career exploration counseling will compliment other services available through Project MOVE's comprehenisve service resources and linkages. Allowances, service costs, and staff monitoring costs are provided by the Prime Sponsor through Title II-B funds.

PROJECT MOVE - CLERICAL

A clerical class will be provided by Project MOVE at an Eastern Yolo County site. Prime Sponsor Title II-B funds will be matched with Voc Ed funds to provide the training class, services, and benefits to participants.

SERVICES

All services available to participants under any title will be extended to vocational education participants. This includes a Job Search Workshop to expand skills in job hunting, which is provided near the end of the training activity.

State of California

(Tentative)
CETA-VE-3
(5-79)
8 Copies

NON-FINANCIAL AGREEMENT PROGRAM NARRATIVE

3. The results and benefits expected of each component from the training and services activities including evidence of reasonable expectation of employment.

3.1 List the results and/or benefits expected from the vocational training and service activities. Include significant segments to be served, the outcome desired, the level of achievement.

The following program results and benefits are expected:

1. That 35 persons will be recruited, certified, and enrolled into the classroom training activity;

2. That 35 enrollees will recieve "individual referral" training by various training facilities, and enrollees will recieve clerical training provided by the Prime Sponsor;

3. That a minimum of 90% of the enrollees will be placed in training-related occupations or continue training on an unsubsidized basis (other positive terminations); and

4. That a maximum of 10% will be non-posicive terminations.

State of California

(Tentative)
CETA-VE-3
(5-79)
8 Copies

2.3

BUDGET SUMMARY OF ALL ACTIVITIES

Deliverer of Services	Activity	Partic-ipants	Admin.	Training	Allow.	Serv.	Total	Remarks
Project MOVE	Individual Referral	35	0	$33,832.	0	0	0	Various educational institutions will be selected to provide training that is matched to the enrollee's occupational goals.
Project MOVE	Clerical Training	35	0	$10,171	0	0	0	Local intensive training in clerical skills will be provided at an East Yolo site. Title II-B funds are also provided by the Prime Sponsor to support this program.

NON-FINANCIAL AGREEMENT PROGRAM NARRATIVE

4. Linkages of the special grant/vocational education with training and services activities with the prime sponsor and other subgrantees or agencies (e.g. recruitment, intake, referral, allowance payments, placement, counseling, etc.)

4.1 What agency will be responsible for intake and enrollment and how will intake and enrollment be conducted?

Project MOVE will be responsible through a coordinated intake and certification process that is described in depth in the Prime Sponsor's Master Plan. All enrollments and inter-title transfers for all titles are coordinated through this system.

4.2 What agency will be responsible for the payment of allowances? (If this activity is funded with special grant/vocational education funds briefly describe the payment system, criteria under which State Board of Education agreed to pay allowances from special grant/vocational education funds. Prime Sponsor Comprehensive Plan must be submitted.) List of Deliverers of Service to be monitored.

Project MOVE will pay allowances with Prime Sponsor Title II-B funds, as described in the Master Plan. The payment system will be monitored by the Prime Sponsor Operations Section.

4.3 What agency will be responsible for placement?

Project MOVE.

4.4 Explain how the Quarterly List of Participants will be reported to the Manpower Education Section.

The Management Information System of the Prime Sponsor will generate all required reports. Information will be tabulated from client characteristic and enrollment forms completed by the deliverer of service.

4.5 Provide assurance that all enrollees in the special grant/vocational education program will be prime sponsor's CETA participants.

All participants will recieve allowances and services from the Title II-B program, and will be enrolled as such.

4.6 Provide justification if non-positive termination rates (Part I of CETA-VE-2) exceeds 20%.

The non-positive termination rate will not exceed 20%.

4.7 Provide an explanation of how special grant/vocational education training and services are being coordinated with the prime sponsor's other CETA activities.

All titles, including PSE and youth, are coordinated through a comprehensive service deliverer, Project MOVE.

5. Standards by which the prime sponsor will judge the effectiveness of the vocational education training and services.

The Prime Sponsor will evaluate the effectiveness of training through standards and criteria established for the Title II-B classroom training component, in which the enrollees are also involved. This criteria is part of the evaluation process conducted by the MAPC Adult Advisory Committee each year.

6. List of all equipment having an acquisition cost of $1,000 or over to be purchased for vocational education training and/or services. Identify activities in which equipment will be used.

No equipment needs over $1,000. are anticipated.

BK

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION
Bryte Fire Protection District

DATE
July 24, 1979

AGREEMENT NO.
79-336

Title: II-D

Program: Public Service Employment

Modification Number
002

Contract Number
79-122

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by $1,007.49 ☐ Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To increase the contract total to cover the amount of fringe benefits and Workers' Compensation incurred in January, February and March 1979.

FILED
DEC 31 1979
PETER McNAMEE, Clerk
By Ricki Miyahara
Deputy

MODIFICATION

See above.

$6,779.49
New grand total and fixed price

E C Robinson 12/26/79
Signature of program operator Date

Recommendation and/or comments by staff: ☐ Approve ☐ Disapprove

Recommendation of the MAPC ☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betty C. Merriam SEP - 6 1979
Signature of Authorized Officer Date

August 1, 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING AGENCY

500 First Street, Woodland, CA 95695

CETA TITLE OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. 2

DATE July 25, 1979

Subgrantee Name and Address:
Bryte Fire Protection District
1515 Lisbon Street
Bryte, CA 95605

Contact Person Everette Richardson
Phone 371-1106 Contract No.
Period: From 1-1-79 To 3-31-79
Program Name P.S.E. Title II-D

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
TOTAL								

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.			1,600.00	685.37			2,285.37
JAN.			1,600.00	685.37			2,285.37
FEB.			1,523.38	685.37			2,208.75
MAR.							
TOTAL			4,723.38	2,056.11			6,779.49

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMEN

E. E. Richardson
Name and Title of Authorized Official

E. E. Richardson
Signature Date

For CETA Approval Only:

Accountant Date 9-11-79

Principal Administrative Analyst Date 9-11-79

YC 108 (10-78)

POSITION LISTING

Title II-D

Bryte Fire Protection District

	Position	Salary 1-1-79 to 3-29-79	Benefits	Total
Two	Firefighter Trainee	$4,723.38	$2,056.11	$6,779.49

GSPSRO
GREATER SACRAMENTO PROFESSIONAL STANDARDS REVIEW ORGANIZATION
P.O. BOX 13978 SACRAMENTO, CA 95813 (916) 923-8854

FILED

SEP 10 1979

PETER McNAMEE, Clerk
By Debra Conley Hirtsland
DEPUTY

AGREEMENT NO. 79-337

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GREATER SACRAMENTO PROFESSIONAL STANDARDS REVIEW ORGANIZATION
650 UNIVERSITY AVENUE
SACRAMENTO, CALIFORNIA 95825

AND

YOLO GENERAL HOSPITAL

FOR
MEDICAL CARE EVALUATION STUDIES

DATED 1 September 1979
No. 204

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	Recitals	
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IV	Criteria Norms & Standards	
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VI	GSPSRO Monitoring and Evaluation of Delegated Review Procedures	
VII	Staffing for GSPSRO Review	
VIII	Arbitration of Other Disputes	
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X	Indemnity	
XI	Confidential Data Policy	
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EXHIBITS

A	MOU with Title XVIII Fiscal Intermediaries
B	MOU with State Department of Health for Title XIX Review
C	Hospital Review Plan
~~D~~	~~GSPSRO LOS Criteria Manual (MVA)~~
E	GSPSRO Confidentiality Maintenance Plan
F	Data and Reporting Requirement
G	GSPSRO Monitoring Plan

GSPSRO GREATER SACRAMENTO PROFESSIONAL STANDARDS REVIEW ORGANIZATION
P.O. BOX 13978 SACRAMENTO, CA 95813 (916) 929-8854

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, (hereinafter referred to as "MOU"), being a statement of the agreements and mutual obligations of the Greater Sacramento PSRO (California Area IV PSRO), a not for profit corporation located in the County of Sacramento, California (hereinafter referred to as "GSPSRO") and Yolo General Hospital which operates an acute care hospital located at 170 West Beamer, Woodland, California (hereinafter referred to as "Hospital") has been agreed upon and signed effective Sept. 1, 1979 pursuant to Part B of Title XI (hereinafter referred to as the "PSRO Amendment") of the Social Security Act.

PREAMBLE

Recognizing that quality assurance is and should be the primary concern of GSPSRO and of local physician/hospital community, GSPSRO is charged with the responsibility of assessing and evaluating various methods of assuring quality medical care and of innovatively and effectively addressing the issue of quality assurance.

Consistent with its responsibilities, and to the extent permitted under laws, regulations and transmittals which are valid under such laws and regulations, GSPSRO shall seek to respect hospital and medical staff integrity to the fullest extent possible and to avoid unwarranted or arbitrary interference in the internal procedures of the hospital and the medical staff.

RECITALS

A. In accordance with the provisions of the PSRO amendment, GSPSRO has been designated by the Secretary of the Department of Health, Education and Welfare (hereinafter referred to as "DHEW") as a conditional PSRO, and as such has been given the authority and responsibility of conducting and supervising review activities in California PSRO Area IV hospitals in order to assure that health care services rendered to beneficiaries of Titles V, XVIII and XIX programs of the Social Security Act:

1. Are medically necessary;

2. Meet professionally recognized standards of quality care;

3. Are provided in an appropriate environment consistent with professionally recognized standards of quality health care.

B. Hospital is included in the area in which GSPSRO has been given such responsibility.

C. Hospital and GSPSRO wish to cooperate to facilitate the initiation and conduct of review activities in Hospital as required by the PSRO amendment.

D. Hospital and GSPSRO desire to enter into this MOU in order to provide a full statement of their respective obligations and responsibilities arising from or in connection with the PSRO amendment as administered under the law and program regulations and transmittals which are valid under such laws and regulations in the PSRO's designated area during the term of this MOU.

E. All Exhibits appended to this MOU and signed by all parties become a part of this MOU.

I. PSRO RELATIONSHIPS WITH OTHER AGENCIES

GSPSRO has entered into an MOU to conduct or supervise review activities and to collect patient care data generated by Hospital. The MOU with Title XVIII intermediaries is attached (Exhibit A). The MOU with the State Department of Health for review of Title XIX beneficiaries is attached (Exhibit B).

No such memorandum or contract shall be applicable to Hospital unless specifically agreed to by Hospital or except as required by law. GSPSRO agrees to comply with such responsibilities and obligations as it may have assumed pursuant to any such memoranda or contracts.

II. DEFINITIONS

A. Hospital - The term "Hospital" shall be understood, for the purposes of this MOU (except where otherwise indicated by the context in which it appears), to include reference to the governing body and the organized professional staff of an acute care hospital.

B. Prior Notification - Shall refer to a form of patient care review which occurs prior to the patient's hospitalization and consists of the admitting physician notifying the hospital of the date, time, diagnosis and procedure to be performed on each patient.

C. Preadmission Certification - Shall refer to a form of patient care review which entails consulting a list of specific diagnoses and/or physicians which must have prior

certification by a physician advisor for admission before it is completed.

D. Admission Certification - (AC) shall refer to a form of concurrent patient care review in which a timely determination is made of medical necessity and appropriateness of a patient's admission to a level of care in an acute care hospital.

E. Continued Stay Review - (CSR) shall refer to a form of patient care review which occurs during a patient's hospitalization and consists of a timely determination of the necessity and the appropriateness of continuation of a patient stay at a particular level of care in an acute care hospital and may also include a detailed assessment of the quality of care being provided.

F. Medical Care Evaluation Study - (MCES) shall refer to a type of patient care review in which an in-depth assessment of the quality and/or the nature of patient care services is made. While data for such a study may be collected concurrently or retrospectively, analysis of the data is done retrospectively to assess:

1. Whether health care services rendered to patients are appropriate to patient's medical needs and are of acceptable quality; and
2. Whether the organization and administration of the Hospital support the time provisions of quality patient care.

G. Non-Physician Health Care Practitioners - Are those health professionals who:

1. Do not hold a Doctor of Medicine nor a Doctor of

Osteopathy degree;

2. Are qualified by education, experience and/or licensure to practice their profession; and

3. Are involved in delivery of direct patient care or services which are directly or indirectly reimbursed by the Medicare, Medicaid or Maternal and Child Health Programs.

G. Patients Subject to Review - Shall refer to patients eligible for reimbursement under Titles V, XVIII and XIX of the Social Security Act for health care services rendered in or by Hospital and may include other patients mutually accepted for review hereunder.

H. Hospital Review and Patient Care Evaluation Plan ("Hospital Review Plan") - Shall refer to the plan developed by the Hospital and its professional staff to perform review and evaluation of health care services rendered in the hospital which has been submitted by Hospital and approved by the GSPSRO. Hospital review plan is attached (Exhibit C).

I. Review Committees - Shall refer to the professional staff committees of the hospital which perform or direct the performance of functions described in paragraph H above.

J. Working Day - Shall be defined to include, at least, Monday through Friday, excluding government proclaimed or hospital recognized holidays observed by the GSPSRO or Hospital.

K. Criteria - Shall be defined as predetermined elements of health care, developed by health professionals relying on professional expertise, private experience, and the professional literature, with which aspects of the quality, medical necessity and appro-

priateness of health care services may be compared. Screening criteria refer to those written guidelines adopted or approved by the GSPSRO for the purposes of determining the medical necessity of admissions and continued stay at the appropriate level of care.

L. Norms - Shall be defined as a numerical or statistical measure of usual observed performance of health care activities.

M. Standards - Shall be defined as professionally developed expressions of the range of acceptable variations of performance from a norm or a criterion.

III. DELEGATION OF REVIEW FUNCTIONS

A. Pursuant to Section 1155(e) of the PSRO Amendment, Hospital and the GSPSRO agree to cooperate in accordance with the following:

"Each Professional Standards Review Organization shall utilize the services of, and accept the findings of, the review committees of a hospital or other operating health care facility or organization located in the area served by such organization, but only when and only to the extent and only for such time that such committees in such hospital or other operating health care facility or organization have demonstrated to the satisfaction of such organization their capacity effectively and in timely fashion to review activities in such hospital or other operating health care facility or organization (including the medical necessity of admissions, types and extent of services ordered, and lengths of stay) so as to aid in accomplishing the purposes and responsibilities . . ."

Where any of the review activities listed in the aforegoing section of the law have not been delegated to Hospital and GSPSRO shall utilize such physicians, and/or non-physician health care practitioners or other qualified personnel as may be required or permitted by law and the regulations of DHEW to conduct adequate review.

B. The GSPSRO Board of Governors shall delegate PSRO review functions to: Yolo General Hospital, as necessary to enable review to continue in accordance with paragraph I effective on Sept. 1 19 79

1. The medical staff clinical departments as provided for in Hospital's Bylaws shall conduct medical care evaluation studies through an organized medical or patient care evaluation study program in accordance with Hospital review plan.

2. In compliance with DHEW regulations the medical staff, clinical department(s) shall conduct a minimum of 4 Medical Care Evaluation Studies during each calendar year in accordance with Hospital's review plan and at least one such study shall be in progress at any given time. For the first calendar year, the number of required MCE studies shall be prorated from the date of the MOU to December 31 of that calendar year. Hospital will advise the GSPSRO of the title or the topic of each MCE study which is initiated. Hospital shall report the findings of each study to GSPSRO as specified.

3. Included within the number of MCE studies performed above, Hospital agrees to participate in at least one areawide or multi-hospital study as requested by GSPSRO. Areawide MCE studies are those involving two or more hospitals in the GSPSRO area. The subject of areawide studies and the criteria and norms applicable thereto shall be agreed upon by GSPSRO and Hospital.

IV. CRITERIA, NORMS AND STANDARDS FOR REVIEW ACTIVITIES

A. Hospital shall utilize its own criteria, norms and standards (where applicable) for Medical Care Evaluation Studies or may use criteria, norms and standards which have been approved by GSPSRO for such studies. If Hospital elects to utilize its own criteria, norms and standards in conducting such studies, it shall make such criteria, norms and standards available for inspection by the GSPSRO. This paragraph does not apply to areawide MCE studies. (Exhibit C)

V. INFORMATION FLOW AND RELEASE

A. GSPSRO agrees that neither the GSPSRO nor any of its employees, physician advisors, or other agents of GSPSRO shall make any disclosure to any person or entity outside of GSPSRO of any information identifiable to Hospital or to a particular patient or physician beyond those disclosures explicitly required by law. A copy of the GSPSRO Confidentiality Plan is attached. (Exhibit E)

B. Hospital agrees to provide GSPSRO in a manner mutually agreed upon by Hospital and GSPSRO with any data and information which GSPSRO is required to collect in connection with the development of patient, physician and hospital profiles pursuant to law, or lawful requirements of any contract, regulations, manuals,

guidelines and transmittals issued by DHEW. A copy of the Data and Reporting Requirements is attached. (Exhibit F)

C. GSPSRO agrees to provide to Hospital reports and aggregate data analyses generated from the information data submitted by Hospital to GSPSRO.

D. GSPSRO shall have access to and be permitted to inspect, all hospital data which GSPSRO is required by law, or lawful requirements of any contract, regulations, manuals, guidelines and transmittals to accumulate.

E. "Timely Fashion" shall be understood to mean: "In such a manner as to allow the GSPSRO to meet its reporting requirements to Health Care Financing Administration (HCFA)".

F. GSPSRO shall provide appropriate training to Hospital staff involved in data collection and reporting and shall provide any additional feasible assistance to assist Hospital in meeting GSPSRO requirements in a timely fashion.

G. GSPSRO agrees to provide Hospital with copies of any and all laws, contracts, regulations, manuals, guidelines, transmittals, etc., ("directives") which pertain to matters covered in this MOU. In the event that any such directive results in a change in or expands the scope of either party's responsibilities as previously set forth in such directives, GSPSRO agrees to provide Hospital, insofar as consistent with the GSPSRO's legal and contractual responsibilities, reasonable advance notice before Hospital shall be expected to comply with said directive(s). In no event shall GSPSRO apply any such directives retrospectively.

H. This agreement shall in no way limit Hospital's nor GSPSRO's right to challenge, through legal means, the constitutionality or

legality of any such directive and Hospital expressly reserves the right to bring such legal challenge(s) thereto as it may deem appropriate.

I. Hospital shall designate an individual whom GSPSRO may contact for day-to-day communications regarding Hospital's MCES data submittal processes and activities.

VI. GSPSRO MONITORING AND EVALUATION OF DELEGATED REVIEW PROCEDURES

A. Upon reasonable advance notice, and where possible, at such times as are mutually agreeable to the parties, GSPSRO shall have the right to inspect Hospital facilities connected with the review under this MOU. Such monitoring shall:

1. Be utilized primarily to determine whether Hospital review activities are proceeding effectively and according to the approved Hospital review plan and;

2. Also be used in conjunction with retrospective GSPSRO data analyses to determine whether Hospital review activities are conducted according to the GSPSRO delegation criteria.

B. A copy of the GSPSRO Monitoring Plan is attached. (Exhibit G)

VII. STAFFING FOR GSPSRO REVIEW

A. Hospital agrees to make reasonable effort to utilize the services of non-physician health care practitioners in the development and ongoing modification of norms, criteria and standards for the areas of practice; the development of review mechanisms to be used for peer assessment of the performance of non-physician health care practitioners by peers

in their respective disciplines; in working with established continuing health professional education programs to assure that educational efforts utilize results of review.

VIII. ARBITRATION OF DISPUTES

A. Any controversy or claim arising out of or relating to this MOU or the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any fees or costs of such arbitration shall be shared equally by the parties unless otherwise assessed by the arbitrator. Any administrative fee required shall be advanced by the party initiating the arbitration, subject to final apportionment by the arbitrators in their award.

B. Disputes concerning the delegation of GSPSRO review activities will be resolved in accordance with DHEW Transmittal 15 as it exists or may theretofore amended (copy attached).

IX. REIMBURSEMENT

A. Hospital agrees to seek and accept reimbursement through the reimbursement mechanism for Titles V, XVIII and XIX for the performance of delegated activities and such other activities as may be performed by Hospital pursuant to the terms of this MOU and to also seek and accept reimbursement therefore through such other reimbursement methods as may be developed and/or approved by DHEW or other agencies or organizations administering programs subject to review hereunder.

B. GSPSRO shall assume all costs with respect to its own per-

formance of review activities in the manner provided by law.

X. INDEMNITY

A. GSPSRO shall defend, indemnify and hold harmless Hospital, its directors, trustees, employees, agents and physicians of Hospital's professional staff against any claim or legal action or injunctive relief, or damages of any type where such claim or legal action arises as a result of acts or omissions of GSPSRO, its governors, employees, physician advisors or agents including claims or legal actions resulting from the use of stewardship by GSPSRO or such other individuals or entities of information or data provided or made available to GSPSRO, its governors, employees, physician advisors or agents under the terms and conditions of this MOU.

B. Hospital shall defend, indemnify and hold harmless GSPSRO, its governors, employees and agents against any claim or legal action for injunctive relief or damages of any type for such claim or legal act arising as a result of acts or omissions of Hospital, its trustees, employees, agents or physicians on Hospital professional staff, including claims or legal actions resulting from the use of stewardship by the Hospital or such other individuals or entities of information or data provided or made available to Hospital or its trustees, employees, agents or physicians of the Hospital's professional staff, under the terms and conditions of this MOU.

C. For purposes of this Section, no person or entity acting primarily on behalf of or under the supervision of one party shall be considered to be the agent or employee of the other party unless, at the time the complained of action or omission occurred, the person

or entity in question was acting under the direct supervision and control of such other party.

D. This Section is not intended, nor shall it be construed to apply to a claim or cause of action arising from treatment rendered or not rendered to a patient, regardless of the reason or justification for such act or omission.

E. Nothing in this MOU nor in this indemnity provision shall be construed to make Hospital or GSPSRO or their agents or representatives liable in situations where they are otherwise immune from liability.

XI. CONFIDENTIAL DATA POLICY

A. Hospital acknowledges that its employees and medical staff are participating in delegated review activities and are subject to GSPSRO confidentiality policies which are consistent with Federal regulations.

B. GSPSRO agrees to provide training and orientation to appropriate hospital personnel.

C. Hospital understands that violation of GSPSRO Confidentiality Maintenance Plan may be cause for revocation of delegation status and/or may result in sanctions and/or penalties as specified in the PSRO statute and regulations.

D. Hospital agrees to notify GSPSRO and GSPSRO agrees to notify Hospital of any circumstances which may result in a violation of the Confidentiality Maintenance Plan.

E. As stated under VI, A, a copy of the GSPSRO Confidentiality Maintenance Plan is attached (Exhibit E).

XII. TERM, TERMINATION, MODIFICATION

A. This agreement shall remain in force for a period of 12 months

from the date of its commencement and may be renewed by mutual written consent of Hospital and GSPSRO for additional periods.

B. The agreement may be terminated as follows:

1. Either party may, at any time, terminate the agreement on 60 days written notice delivered to the other party; or

2. GSPSRO may terminate the agreement, without prior notice, in the event its contract with DHEW expires or is terminated; or

3. Hospital may terminate the agreement, without prior notice in the event of a change of a federal requirement that increases or, in the opinion of Hospital, significantly alters Hospital's obligations under this MOU.

C. Changes or modifications to the agreement may be recommended by either party, but will not be effective until written acceptance thereof is obtained from the other party.

9-4-79 Date	Betsy G. Marchand Chairman, Hospital Bd. of Trustees
8/3/79 Date	V E Gillett MD Chief-of-Staff, Hospital
8/27/79 Date	Hall Munson Hospital Administrator
8/20/79 Date	James Howard Jr. M.D. President, Board of Governors, GSPSRO
Aug 21, 1979 Date	R. E. Gaylor Executive Director, GSPSRO

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By _____
DEPUTY COUNTY COUNSEL
SEP 10 1979

MEMORANDUM OF UNDERSTANDING

The purpose of this memorandum of understanding between the Greater Sacramento Professional Standards Review Organization (GSPSRO and:

Blue Cross of Northern California
Aetna Life and Casualty
Kaiser Foundation Health Plan, Inc. - Medicare Liaison Division
Mutual of Omaha
Division of Direct Reimbursement - HCFA

is to set forth the approved operational procedures that the parties have agreed will be followed with respect to the review of services for which payment may be made under Title XVIII of the Social Security Act (Medicare). This memorandum may be amended by mutual consent of the parties and with the concurrence of the Secretary of Health, Education, and Welfare or his delegate, and its terms are subject to modification in accordance with amendments to the Social Security Act and with regulations and/or general instructions issued by the Secretary.

I. TYPES OF REVIEW TO BE PERFORMED BY THE GSPSRO

In accordance with its approved formal review plan, the GSPSRO will perform the following types of review of services provided Medicare beneficiaries in participating short stay hospitals and skilled nursing facilities (SNF's):

a. Review of medical necessity for admission.

b. Review of medical necessity for length of stay.

c. Review of appropriateness of confinement in the facility to the levels of care required.

d. Conduct medical care evaluation studies.

The review of medical necessity of ancillary services will be phased in by the GSPSRO at a later time.

A description of the types of reviews and methods to be used is included as Attachment A.

In determining the amount payable under Title XVIII of the Social Security Act, the intermediaries will abide by the GSPSRO's determination with respect to the medical necessity, appropriateness, and quality of services and items for which the GSPSRO has been authorized to assume review responsibility under its approved formal plan and contract with the Secretary and as specified in Section I of the

Exhibit A

MOU. Where the GSPSRO is utilizing the services and accepting the findings of review committees of a hospital or other operating health care facility or organization pursuant to Section 1155(e) of the Act, the intermediaries will abide by the review committee's determination.

II. PLAN AND TIME FRAME FOR PHASING IN GSPSRO REVIEW IN SHORT STAY HOSPITALS AND SKILLED NURSING FACILITIES

The GSPSRO assumed review responsibilities effective April 1, 1975.

III. TYPES OF REVIEW WHICH WILL BE CONTINUED BY THE INTERMEDIARIES

The intermediaries will continue to be responsible for making reviews and determinations and with respect to technical coverage provisions, beneficiary eligibility, reasonable provider costs and waiver. In addition, the intermediaries will continue to make reviews and determinations of medical necessity and/or appropriateness of levels of care as provided by Section 1862 of the Act, for those services not under GSPSRO review as specified in this memorandum, i.e., ancillary and outpatient services. When necessary to carry out the intermediaries' responsibilities specified in this section, the GSPSRO agrees to provide medical information requested by the intermediaries as may be contained in GSPSRO records.

IV. THE POINT IN TIME WHEN THE HOSPITALS' REVIEW FINDINGS WILL BE ACCEPTED FOR PAYMENT PURPOSES

As provided in Section 1155(e) of the Act, the GSPSRO is responsible for assessing and determining the capability of institutional review mechanisms to perform required review activities in a timely and effective fashion. The GSPSRO will notify the intermediaries in writing:

a. The date a participating hospital is authorized to perform review.

b. The identity of the specific committees involved and a description of the type of reviews delegated.

c. The identity of the individuals in the hospital authorized to communicate review decisions on behalf of the GSPSRO.

The GSPSRO will also notify the intermediaries when review authorization to the hospital has been terminated. In each case the GSPSRO will supply the intermediaries with a copy of its notice to the institution. All such notifications will be furnished at least 30 working days prior to the effective date of the determination. Where the GSPSRO has authorized the hospital to perform review, the intermediaries shall abide by the determinations of the hospital.

V. INTERMEDIARY POSTPAYMENT REVIEW OF PSRO DETERMINATIONS

The postpayment review of PSRO determinations is two-fold in purpose: (1) to serve as an educational tool whereby intermediaries and PSRO's will exchange information, opinions, and experience with respect to the new techniques of concurrent review, medical management, and quality assurance, and (2) to elicit information to assist in determining the efficiency, effectiveness, and progress of each conditional PSRO. Intermediary postpayment review is for monitoring purposes only and will not be used to reverse a PSRO's binding decision on medical necessity and level of care.

A. Intermediaries should select for review on a monthly basis a sample representing 20 percent of all inpatient hospital and SNF claims reviewed by a PSRO. At least 10 claims per hospital must be selected each month unless the number of claims submitted by a provider is so low as to make this impractical.

B. Intermediaries will subject the PSRO claims selected to whatever bill review procedures they use for non-PSRO claims.

C. The PSRO sample claims will advance through the bill review process as would any non-PSRO claim. Where the intermediary bill processing system subjects non-PSRO bills to a series of screens either clerical or computerized and forwards only rejects for medical review, this process would be followed on a postpayment basis for PSRO bills selected for monitoring.

D. Any questionable claims that fail review will be submitted to an audit. The intermediary shall contact the GSPSRO to identify the number of claims and institutions involved in the audit. Necessary medical information will be retrieved through a mechanism mutually agreed to by the PSRO and the intermediary, with the understanding that if the problem is not resolved, the fiscal intermediary may directly review medical records. DDR will request medical information directly from their providers.

E. The intermediary will review determinations made with respect to all acute hospital and SNF services. It should be emphasized that in this process for reporting purposes, an intermediary questioned case by definition, does not exist until a physician questions the PSRO determination after having:

1. Reviewed the claim.

2. Reviewed appropriate medical records applicable to the claim.

F. By the end of the third week of the month following the selection of the monthly sample, the intermediary will forward to the PSRO one copy of each summary of questioned cases completed in the previous month. The intermediary will enclose a letter advising the PSRO:

1. What period of time is covered by the summaries.

2. That the summaries will be reported in the quarterly report as questioned cases unless the PSRO offers information that causes the intermediary physician reviewer to reverse his/her findings.

3. That cases in which the intermediary physician reviewer reverses his/her findings based on additional PSRO information will be reported in the quarterly report as "Questioned Cases Resolved by Intermediary/ PSRO Consultation."

4. That the PSRO has 30 days from the date of the letter to contact the intermediary physician reviewer in order to supply additional information for his/her consideration. If the PSRO cannot respond within 30 days, the intermediary will be notified.

5. Of the best way to make the contact (i.e., correct telephone number and/or address).

G. A summary report of the intermediary's findings from the 20 percent sample will be submitted to the Medicare Regional Office and PSRO 60 days following the end of each calendar quarter.

VI. RESOLUTION OF ISSUES AND PROBLEMS BETWEEN THE GSPSRO AND INTERMEDIARIES

A. The intermediaries and GSPSRO may meet as necessary in consultation with HCFA regional staff, to discuss mutual problems and evaluate current administrative procedures. Where appropriate, problems and misunderstandings will be resolved by telephone or other informal manner.

B. Where the parties are unable to resolve a problem or where assistance is needed, the intermediaries will notify the Medicare regional office and the GSPSRO will notify the regional Project Officer.

VII. A PLAN FOR EXCHANGE OF INFORMATION AND COMMUNICATION BETWEEN THE GSPSRO AND MEDICARE FISCAL INTERMEDIARIES

The GSPSRO needs and requests for data from the intermediaries will be examined on an individual basis. The intermediary may provide any data that it generates from its ongoing Medicare operations. When the GSPSRO's request for data extends beyond that which the intermediary generates in its usual operations and will impact on the intermediaries' budget, prior Medicare Regional Office approval will be required by the intermediary to meet such requests.

The PSRO may consult with the fiscal intermediary in setting the unit cost rate of reimbursement for delegated hospitals. Upon request, the intermediary will supply the PSRO with information on a hospital's costs. The PSRO will notify the intermediary of the approved per admission unit cost rate by sending a copy of the BQA-153. As may be necessary, the intermediary may consult with the PSRO on the hospital's cost report in determining the amounts of any adjustments. The PSRO will be notified of any adjustments made on the cost report which affect a delegated hospital's unit cost rate.

VIII. PLAN FOR NOTIFYING THE INTERMEDIARIES OF GSPSRO REVIEW DECISIONS

The intermediaries will be informed of GSPSRO review decisions or delegated hospital review decisions by use of a certification form attached to the billing. In the case of a reversal, an Appeal Form will be attached to an adjusted billing. These forms will be stamped showing GSPSRO certified days and signed by the coordinator. Copies of these forms are included as Attachments B and C. Where claims are submitted to the intermediaries without the necessary GSPSRO review determinations, the intermediary will return the billing form to the hospital for necessary documentation.

The GSPSRO should notify the intermediaries of any unusual delays in rendering and forwarding decisions. It will be the responsibility of both parties to apprise the regional offices of the circumstances causing the delays.

IX. WAIVER OF LIABILITY

The fiscal intermediaries will apply Section 1879 of the Act (Waiver of Liability) to claims submitted by providers under the review jurisdiction of the GSPSRO until the promulgation of instructions under Section 1158 of the Act which will cover "without fault" determinations under Title XI.

When the GSPSRO utilizes the services and accepts the findings of a review committee of a Medicare participating provider, or when the GSPSRO itself is performing concurrent review of admissions to a Medicare-participating provider, it will be presumed, unless there is evidence to the contrary, that the provider did not know and could not reasonably have been expected to know, of noncoverage by reason of lack of medical necessity or custodial care until it received a written notice of disapproval of services from GSPRO. This presumption will be rebutted in any case if the PSRO, or the intermediary acting on the PSRO's recommendation, finds that the case is one involving admissions which are frequently of questionable necessity or which are proposed by a physician whose patterns of care have been found questionable.

With respect to the beneficiary, the instructions issued by Medicare will apply in determining waiver of liability.

A provider may also lose its presumptive waiver of liability status as a due care provider, and thus be liable for the noncovered days and unable to bill the patient, when a provider establishes a pattern of giving late notices of admission to the GSPSRO in cases requiring their review. When such a pattern occurs, the intermediary (after consultation with the GSPSRO) will advise the provider in writing that it has lost its waiver presumption status and is liable for noncovered days. In order to reestablish a favorable presumption of waiver, the provider will have to demonstrate over a 90-day period to the GSPSRO and the fiscal intermediary that it has corrected its deficiencies.

X. RECONSIDERATION PROCEDURES

The GSPSRO is responsible for conducting reconsiderations of medical determinations made by it in accordance with Chapter 19 of the PSRO Program Manual. The GSPSRO and fiscal intermediaries will exchange copies of the beneficiary's reconsideration determination letters.

The fiscal intermediary will conduct reconsiderations on issues for which it has made the denial decision. Intermediaries will continue to make determinations and to perform reconsiderations on all issues for which they have previously been responsible except for determinations within the jurisdiction of the GSPSRO with respect to medical necessity and whether care could have been provided on an outpatient basis or in a lesser facility.

James O Farley MD

GREATER SACRAMENTO
PROFESSIONAL STANDARDS REVIEW
ORGANIZATION JUN 29 1977

BLUE CROSS OF NORTHERN
CALIFORNIA

AETNA LIFE AND CASUALTY

KAISER FOUNDATION HEALTH PLAN,
INC.
MEDICARE LIAISON DIVISION

Patricia L Hahn

MUTUAL OF OMAHA

DIVISION OF DIRECT
REIMBURSEMENT - HCFA

GSPSRO REVIEW ACTIVITIES

ACUTE HOSPITAL

The basic mechanism of the GSPSRO for preadmission certification, concurrent review, is as follows:

1. The attending physician schedules the elective admission with the hospital and notifies the GSPSRO Office by mail or phone.

2. The diagnosis and/or planned surgical procedure is matched against community length of stay norms. In most cases the request for certification are actually processed by Review Coordinators (R.N.s). If medical necessity for admission is questioned, a Physician Advisor reviews the case.

3. The physician is notified that a predetermined hospital length of stay for that diagnosis has been certified.

4. The patient's physical condition is monitored by a Review Coordinator (R.N.) during hospitalization.

5. Should the patient's physical condition change, the length of stay certification period will be adjusted to satisfy the needs of the patient and the attending physician.

6. Emergency admissions do not require preadmission certification. However, the Review Coordinator (R.N.) monitors the patient's condition after the admission has occurred.

GSPSRO Instructions for Physicians and Medical Assistance:

The following is an outline of the basic procedures for securing GSPSRO certification of hospital stays:

1. The elective admissions:

   a. Schedule admission and surgery in the hospital.

   b. Complete initial certification form. Be sure to include the following: (1) patient's complete name, birthdate, and sex, (2) patient's identification number, (3) diagnosis and surgical procedures plan, (4) date of admission, name of hospital and date of scheduled surgery, (5) physician's name, address, and license number.

   c. Send all copies of the initial certification form to the:

      GSPSRO
      650 University
      Sacramento, CA 95825

      Attention: Certification Desk

d. By return mail the attending physician receives one copy showing initial length of stay certified.

e. Should certification be denied and the attending physician wish to obtain further clarification he/she may call the GSPSRO Office.

f. Diagnostic admission will be denied certification unless: (1) the diagnostic procedure requires hospitalization, i.e., myelography, bronchoscopy, etc., (2) the patient's physicial condition precludes outpatient diagnostic studies, (3) diagnostic admission for convenience of patient or physician will not be certified except as in (1) or (2) above.

2. Emergency or urgent admissions:

a. During the regular working hours (five days a week between 8:00 AM and 5:00 PM) proceed as follows: (1) phone certification desk, (2) prepare certification form, (3) deliver all copies to hospital admission office at the time of admission or soon thereafter as possible - if needed the hospital will type up the form, (4) Review Coordinator (R.N.) will verify certification of initial length of stay.

b. During the night time proceed as follows: (1) hospital will complete the initial certification form. (2) Review Coordinator (R.N.) must be notified of admission by the hospital on the first working day after admission.

It is not necessary to have a completed certification form in cases of bonified emergency or urgent conditions prior to admissions. The following is the official definition of Emergency included in Medi-Cal Regulations 51056 (to also be used as a guide for Medicare admission):

"Emergency refers to those services rendered under unforseen conditions which require hospitalization, or admission to a nursing home or convalescent home, or services for the repair of accidental injury, relief of acute pain, elimination of acute infection, protection of the public health, or the amelioration of illness, which if not immediately diagnosed and treated would lead to disability or death, excluding emergency dental services as defined in Section 51061."

All emergency admissions are subject to GSPSRO review and will be validated at the time of discharge as to medical necessity and length of stay.

3. Extension of hospital stay:

a. If the patient requires extension of the length of stay originally granted, FOR MEDICAL REASONS, the Review Coordinator (R.N.)

will adjust length of stay accordingly.

b. The hospital and/or the attending physician may initiate a request for extension.

c. If previously anticipated week-end or holiday discharge is canceled because of a change in the patient's condition which necessitates further hospitalization, the Review Coordinator (R.N.) will adjust length of stay accordingly and contact the attending physician.

d. If extension of length of stay is denied by the physicain advisor and the attending physician desires to appeal, contact the Review Coordinator (R.N.) or GSPSRO Office.

4. Final certification of initial or extension forms showing hospitalization approved for payment:

Immediately following discharge, the forms used will be stamped by the Review Coordinator (R.N.) to show the total days of hospitalization approved for payment. A copy of the certified form will be furnished to the attending physician and to the hospital for submission with the billing.

5. Billing for physician services in conjunction with hospitalization:

a. Complete the billing form as usual.

b. Attach a copy of validated certification. (The validated forms will be sent to the attending physician's office at the time of discharge from the hospital.) For prolonged hospitalization the attending physician may request an interval validation for billing; contact the Review Coordinator (R.N.) in the hospital for this procedure.

c. Attach a copy of the patient's card.

Certification of hospitalization does not insure eligibility of the patient in any given program.

The attending physician must make every effort to send a copy of the patient's eligibility verification with the billing.

6. Review Coordinators (R.N.):

Registered nurses are assigned to each hospital to assist the attending physician in the orderly management of the patient's hospital stay.

7. Consultations:

Preadmission consultations and consultations to determine extension of length of stay may occasionally be required under certain circumstances. The attending physician will be notified should this be necessary.

GSPSRO REVIEW PROCEDURES AT ACUTE LEVEL

The following procedures are applicable for emergency and elective admissions:

1. A daily log is kept by the Review Coordinator (R.N.). This may be compiled by the clerical staff under the direction of the Review Coordinator (R.N.). The log should include the number of daily admissions, discharges and extensions.

2. Review the patient's condition on an on-going basis, during the certified length of stay.

3. The Review Coordinator (R.N.) is required to keep extensive notes as to the patient's condition so that she can properly reveiw with the phsycian adivsor. This record is then available at a later date for documentation in case of appeals, questions related to case management, or level of care.

4. Authorize extensions where patient is critically ill and an extension is obviously needed.

5. Receive requests for extensions from the attending phsycian:

   a. Obtain maximum information regarding the patient's condition from the attending physician and nursing personnel, and/or via Review Coordinator (R.N.) observation, if necessary to support the need for the extension of hospital stay.

   b. Meet with the physician advisors for approval or disapproval of extension request.

6. Verify final diagnosis explaining hospitalization; verify medical necessity for hospitalization; verify length of stay.

7. Validate via stamp and distribute as follows: one copy to hospital, one to attending physician; one to GSPSRO Office.

8. Prepare the initial certification for distribution to the skilled nursing facilities for patients transferring from the acute hospital. When required, prepare the denial letters after consultation with the physician advisor and attending physician.

9. Distribute denial letters to the appropriate personnel, e.g., hospital business office, attending physician, GSPSRO Office for permanent file; phsyician copy to the hospital business office for distribution to the patient.

10. Attend monthly scheduled staff meetings.

GSPSRO REVIEW ACTIVITIES

SKILLED NURSING FACILITIES

The basic mechanism of the GSPSRO for preadmission certification, concurrent review, is as follows:

1. The patient is evaluated by the Review Coordinator (R.N.) at the actue hospital before admission to the SNF for coverage or denial of coverage as defined under Medicare law. If coverage is extended to the SNF level, the facility is notified by phone and initial certification arrives with the patient on admission. The Review Coordinator (R.N.) has the authority to approve days (no more than seven), without physician advisor review in cases where it is obvious skilled care is required.

2. All questionable cases must be reviewed by a physician advisor for coverage or denial of coverage. If coverage is denied, the patient, facility and attending physician are notified of the denial before admission, by phone and denial letter.

3. If coverage is approved, the patient's stay is monitored by a Review Coordinator (R.N.) assigned to the SNF level.

4. Preadmission denials are re-evaluated after admission by the Review Coordinator (R.N.) at the SNF to be sure no change has occurred in the patient's condition.

5. Approved admissions are reviewed at timely intervals for extension or denial of further coverage.

6. Patients admitted to SNF from home or an out-of area hospital are evaluated on admission by the SNF Review Coordinator (R.N.). If the patient requires coverage, forms are initiated. If coverage is denied the patient, physician and facility are notified by phone and denial letter.

7. The facility is responsible for notifying the patient or family of the denial and distributing the denial letter to them. Denials at the SNF may be reversed if the patient's condition changes and the patient is withing the time period described by Medicare law.

Rev. 137

§ 2690.7, Exhibit 1

QUARTERLY SUMMARY OF POSTPAYMENT REVIEW OF PSRO CASES

1) Intermediary _____ 2) PSRO _____ 3) Quarter Ending _____

4) Provider	5) FD/ND/PD	6) Receipts	7) Sample Size	8) Questioned Cases (No./Days) A) Routine 1) More No.	8) A) Routine 1) More Days	8) A) Routine 2) Less No.	8) A) Routine 2) Less Days	8) B) Ancillary 1) More	8) B) Ancillary 2) Less	9) No. of Questioned Cases Eliminated by Intermediary/PSRO Consultation A) Routine 1) More No.	9) A) Routine 1) More Days	9) A) Routine 2) Less No.	9) A) Routine 2) Less Days	9) B) Ancillary 1) More	9) B) Ancillary 2) Less

10) Totals

11) Prepared by _____ 12) Date _____

2-694.1

SUMMARY OF QUESTIONED CASE

1. PSRO _____ 2. Provider _____

* 3. Patient's last name _____

* 4. HIB number _____

5. Admitted _____ Discharged/Died _____

6. Would the intermediary have approved: More _____

Less _____

7. Number of days involved _____

8. Rationale for disagreement:

_____

_____

_____

_____

_____

_____

_____

_____

9. Intermediary physician reviewer _____

10. Date _____

RECORD OF PSRO CONTACT

1. Date _____

2. PSRO physician reviewer _____

3. Is intermediary determination revised? _____ Yes _____ No

4. Rationale for decision in 3. above _____

_____

* Items identifying patients must be blocked out on the Federal copies only.

STANDARD REGISTER COMPANY

GSPSRO

GREATER SACRAMENTO
PROFESSIONAL STANDARDS
REVIEW ORGANIZATION
650 UNIVERSITY AVE.
SACRAMENTO, CA. 95825
(916) 920-2233

CERTIFICATION APPROVAL FORM

ADMITTING PHYSICIAN (LAST) (FIRST) (M. I.)

ADDRESS

CITY COUNTY STATE ZIP

☐ Acute
- ☐ Emergency
- ☐ Elective
- ☐ Urgent

☐ Long Term Care

LAST FIRST MI

NAME _____

HOSPITAL INSURANCE NUMBER _____

FACILITY NAME _____

DAYS APPROVED: _____ DAYS DENIED: _____ SNF PLACEMENT DAYS: _____

ADM. DATE: _____ FROM: _____ FROM: _____

DISCH. DATE: _____ THRU: _____ THRU: _____

_____ _____
Signature of Authorized Coordinator Date Signed

The information on this form is confidential and is to be used for billing purposes only. Use of this information for anything other than billing is strictly prohibited

STANDARD REGISTER COMPANY

GSPSRO

GREATER SACRAMENTO
PROFESSIONAL STANDARDS
REVIEW ORGANIZATION
650 UNIVERSITY AVE.
SACRAMENTO, CA. 95825
(916) 920-2233

BATCH NUMBER

APPEALS RECORD FORM

LAST FIRST MI SSA #

PATIENT NAME _____ _____

FACILITY NAME _____ FACILITY # _____

Health Insurance Number _____

Medical Record Number _____

ADM. DATE _____ DISCH. DATE _____ DAYS DENIED _____

LEVEL OF APPEAL: GSPSRO _____ STATE COUNCIL _____ DHEW _____

DATE OF APPEAL	DAYS CERT. ON REVERSAL	DENIED DAYS UPHELD	REASON CODE	APPEAL INDICATOR	REVIEW COORDINATOR NUMBER	PHYSICIAN ADVISOR NUMBER

COMMENTS: _____

The information on this form is confidential and is to be used for the appeals process only. Results for research purposes [illegible]

MEMORANDUM OF UNDERSTANDING

BETWEEN THE STATE DEPARTMENT OF HEALTH

AND

GREATER SACRAMENTO PROFESSIONAL

STANDARDS REVIEW ORGANIZATION

(CALIFORNIA PSRO AREA IV)

Exhibit B

MEMORANDUM OF UNDERSTANDING

Article I - Statement of Purpose

Article II - Funding

Article III - Effective Date

Article IV - Term

Article V - Definitions

Article VI - Types of Review to be Performed by GSPSRO

Article VII - Division of Responsibilities Between GSPSRO and the State Agency; Mechanisms for Communicating Review Decisions

Article VIII - Data Processing and Reporting

Article IX - Communications

Article X - Modifications

Article XI - State Agency Postpayment Monitoring of GSPSRO Review

Article XII - Termination

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Attachment II - Notification Form

Attachment III - List of Medi-Cal Benefit Exclusions

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Greater Sacramento Professional Standards Review Organization Incorporated (hereinafter referred to as "GSPSRO") and the State of California Department of Health, the single state agency for the Title XIX Medicaid program in California (hereinafter referred to as "State Agency").

Article I - Statement of Purpose

A. GSPSRO, a nonprofit professional association incorporated within the State of California, is designated by the Secretary of the United States Department of Health, Education, and Welfare, pursuant to Title XI of the Social Security Act, as the Professional Standards Review Organization (PSRO) for California PSRO Area IV comprising the counties of El Dorado, Nevada, Placer, Sacramento, and Yolo.

B. The purpose of this Memorandum of Understanding is to set forth the terms, conditions, and procedural relationships according to which GSPSRO will assume Title XI responsibilities with respect to reviewing specified services for which payment may be made under Title XIX of the Social Security Act or Title 22 of the California Administrative Code as this program is administered by the State Agency, hereinafter referred to as Medi-Cal. Persons who are enrolled in prepaid health plans (now referred to as Institutes for Medical Services) or pilot projects under contract with the State

Agency to provide Medi-Cal benefits shall be considered as a Medi-Cal eligible. While federal law clearly gives PSROs authority to review all services reimbursed under the Social Security Act, federal policy regarding PSRO review of beneficiaries of Institutes for Medical Services (IMS) is as yet undefined. GSPSRO will, therefore, review any admissions within the GSPSRO area of persons enrolled in Institutes for Medical Services, maintain a record of the results of such review, and provide a copy of the results of such review to the IMS. If further federal or state policy becomes available regarding the review authority of PSROs for services provided to IMS or pilot project enrollees, the present language in this Memorandum of Understanding will be modified as necessary, and as agreed by the parties in writing.

C. Statutory authority for any necessary reimbursement methods for GSPSRO's review of services for persons eligible for benefits under Section 50031.6 of Title 22 of the California Administrative Code, as discussed in Article II, is provided for in Welfare and Institutions Code, Sections 10609.1 and 10613.1 which specify the Department of Health's prerogative to act as agent or representative of or to cooperate with the Federal Government in matters under the scope of the State Agency for which the administration of federal funds is granted to the State Agency, and Section 10553.1 (a), which grants authority to the Director of the State Agency to administer the laws pertaining to the administration of services.

Article II - Funding

A. GSPSRO's performance of the review functions specified in this Memorandum of Understanding is funded through a contract with the Bureau of Quality Assurance according to the provisions of Title XI of the Social Security Act, for services for which payment may be made under Title XIX of the Social Security Act. However, persons eligible for benefits under Section 50031.6 of Title 22 of the California Administrative Code (hereinafter referred to as noncategorically-related needy beneficiaries) are included within the definition of Medi-Cal, even though not included within the Title XIX of the Social Security Act. The authority for GSPSRO's review of these noncategorically-related needy beneficiaries is established by this Memorandum of Understanding with any necessary reimbursement methods for GSPSRO's review of these services to be arranged between the State Agency and GSPSRO in conjunction with the effective date of this Memorandum of Understanding.

B. This Memorandum of Understanding sets forth the duties and common understandings of the State Agency and the GSPSRO. Since funds are not exchanged between the parties, this document does not constitute a contractual arrangement.

Article III - Effective Date

A. For all facilities identified in Section E of this Article, the GSPSRO review system will become effective (together with all other

implementation and procedural changes specified in Article VII or elsewhere in this Memorandum) for all Medi-Cal admissions on and after July 1, 1976.

B. Medi-Cal admissions occurring prior to July 1, 1976, and requiring extensions beyond previously authorized length of stay, shall come within the scope of GSPSRO review and certification services and authority, but will not be considered for statistical evaluation purposes as falling within official PSRO review. In the review of these stays, GSPSRO and the State Agency will coordinate their activities in order to achieve an orderly transition.

C. At least ten working days prior to July 1, 1976 the State Agency shall provide written communication to the facilities named in Section E advising these facilities of the transition to GSPSRO review procedures to be specified by GSPSRO instructions and announcements.

D. GSPSRO shall provide the facilities named in Section E with information on the specific procedures to be in effect as of July 1, 1976.

E. Acute hospitals to be included within the GSPSRO review system are:

Auburn Faith Hospital
Highway 49 and Education Avenue
Auburn, California

Mercy Childrens Hospital
3994 H Street
Sacramento, California

Barton Memorial Hospital
P.O. Box 1618
Fourth and South Streets
South Lake Tahoe, California

Community Hospital
2251 Hawthorne Street
Sacramento, California

Davis Community Hospital
Roads 31 and 99
Davis, California

Eskaton American River Hospital
4747 Engle Road
Carmichael, California

Kaiser Hospital
2025 Morse Avenue
Sacramento, California

Marshall Hospital
Marshall Way
Placerville, California

Raleigh Hills Hospital
11228 Fair Oaks Boulevard
Fair Oaks, California

Roseville Community Hospital
333 Sunrise Avenue
Roseville, California

Sacramento Medical Center/UCD
2315 Stockton Boulevard
Sacramento, California

Sierra Nevada Memorial Hospital
State Highway 20
Grass Valley, California

Sutter General Hospital
2820 L Street
Sacramento, California

Sutter Memorial Hospital
52nd and F Streets
Sacramento, California

Mercy General Hospital
40th and J Streets
Sacramento, California

Mercy San Juan Hospital
6501 Coyle Avenue
Carmichael, California

Methodist Hospital of Sacramento
7500 Timberlake Way
Sacramento, California

Miners Hospital
700 Zion Street
Nevada City, California

Placer General Hospital
370 Elm Avenue
Auburn, California

Tahoe Forest Hospital
P.O. Box 759
Truckee, California

Twin Lakes Community Hospital
223 Fargo Way
Folsom, California

Woodland Memorial Hospital
1325 Cottonwood Street
Woodland, California

Yolo General Hospital
170 West Beamer
Woodland, California

The aforementioned facilities comprise all acute hospitals presently within GSPSRO's area. Any new acute hospital within the GSPSRO area would be included within the GSPSRO review system upon becoming a Medi-Cal provider.

Article IV - Term

It is mutually agreed that this Memorandum of Understanding will remain in effect for a period corresponding to that of the GSPSRO's conditional and operational contracts (including renewals of these contracts) with the Bureau of Quality Assurance or until terminated in accordance with the provisions of Articles XI and XII.

Article V - Definitions

A. "Acute Short-Stay Hospital Review System" is the review system defined in the P.S.R.O. Program Manual, Chapter VII, which includes preadmission certification, admission certification, continued stay review, medical care evaluation studies, and continuing medical education. This system also involves certification for payment purposes.

B. "Admission Certification" including preadmission certification is as defined in the P.S.R.O. Program Manual, Chapter VII, Section 705.11.

C. "Bureau of Quality Assurance (BQA)" is the Department of Health, Education, and Welfare agency responsible for the day-to-day implementation and operations of PSROs.

D. "Continued Stay Review" is as defined in the P.S.R.O. Program Manual, Chapter VII, Section 705.21.

E. "Medi-Cal Eligible" is a person eligible to receive health care services under the Medi-Cal program or whose Medi-Cal eligibility is pending.

F. "Medical Care Evaluation Studies" are as defined in the P.S.R.O. Program Manual, Chapter VII, Section 705.31.

G. "PSRO Management Information System (PMIS) Summary Reports" are federally required reports to be generated by PSROs on hospital review activity, review costs, and hospital utilization.

H. "PSRO Certification Form" is a form used by a PSRO to certify the number of days in a hospital stay that are payable.

I. "Pending Medi-Cal Eligible" means a person known to have an application for Medi-Cal eligibility pending at a county welfare office.

J. "Prepaid Health Plan (also referred to as Institute for Medical Services) or Pilot Project". A prepaid health plan is a carrier or association of providers of medical and health services who agrees with the Department of Health to furnish directly or indirectly health services to Medi-Cal beneficiaries on a predetermined periodic prepayment rate basis. A pilot project is a carrier or other organization under contract with the Department of Health to establish, conduct, and test innovative pilot projects to deliver health care services to Medi-Cal beneficiaries.

K. "Social and Rehabilitation Services (SRS)" is an agency under the Department of Health, Education, and Welfare responsible for the Title XIX program.

L. A "working day" is defined as any one of at least five days of each week designated by the hospital or GSPSRO for the purpose of utilization review provided that if a designated day falls on a holiday in any particular week, that day shall not be a working day for that week.

Article VI - Types of Review to be Performed by GSPSRO

A. GSPSRO will perform the acute short-stay hospital review system as authorized by Title XI of the Social Security Act. Within this system, preadmission certification, admission certification and

continued stay review include first-level review (nurse coordinators) and, as needed, second-level review (peer review). Second-level review has final review authority.

GSPSRO review systems other than the acute hospital system shall be included to the extent provided in Sections F and G following or as may be provided by subsequent amendments to this Memorandum. Unless otherwise stipulated, the content of this Memorandum applies to the GSPSRO acute hospital review system.

B. Elective admissions normally will be precertified by the GSPSRO. Emergency admission certification normally is performed on or before the first working day after admission. First-level continued stay review is performed using length-of-stay checkpoints for assigning certification periods and follow-up review dates. Length-of-stay checkpoints are revised on an ongoing basis and can be found in the current GSPSRO coding manual. While length-of-stay checkpoints are used to schedule reviews, GSPSRO's review system is based on the medical necessity and the level of care appropriate to individual patients. Any decisions of noncertification are made by second-level review.

C. Based upon experience and data, the GSPSRO Board of Governors has the option of modifying the acute hospital review system in order

to emphasize certain categories of admissions. Modifications may include selective preadmission reviews, sampling, or exemptions from one or more review steps.

D. The medical care evaluation study component of the review system may be performed by hospitals under GSPSRO auspices, either on an individual basis, grouped or areawide, or may be performed directly by GSPSRO. Reporting related to medical care evaluation studies is by abstracts containing descriptive information including topic, study period, sample size, purpose, actions taken as a result of findings, and other such descriptions, but not including specific, case-by-case study findings.

E. All Medi-Cal admissions to acute hospitals in the GSPSRO area are within the GSPSRO review system without regard to specific county codes.

F. Discussions between GSPSRO and the State Agency to phase in the GSPSRO review system for postacute institutional care will begin when both parties determine implementation of the postacute system is feasible. A formal amendment to this Memorandum will precede implementation.

G. If and when GSPSRO's review system becomes further elaborated to include ancillaries and inpatient professional services review with possible effects on payment determinations, at such time this

Memorandum of Understanding may be amended with mutually agreed upon written specifications related to these functions.

Article VII - Division of Responsibilities Between GSPSRO and the State Agency; Mechanisms for Communicating Review Decisions

A. The prior to payment utilization review activities for Medi-Cal acute hospital days of stay are to be performed by GSPSRO in the manner specified herein.

B. The State Agency and its fiscal intermediaries will accept GSPSRO's determination with respect to medical necessity for admission, length of stay, and appropriateness of the level of care and facility in which the care is furnished on acute hospital billings for days of stay for service within the scope of benefits and eligible for payment under Medi-Cal. All certified days are payable. Noncertified days are not payable.

C. GSPSRO's review shall not apply to services which by definition are not benefits of the Medi-Cal program according to State Agency program coverage definitions and lists of exclusions as specified in Attachment III of this Memorandum. These definitions shall be provided by the State Agency to the area's acute hospitals, to other providers, and to GSPSRO. It shall be the hospital's responsibility to apply these program coverage definitions. In the event that

GSPSRO is notified of an admission of which GSPSRO determines is not within the scope of the Medi-Cal program, GSPSRO will notify the hospital that said admission shall not be reviewed by GSPSRO.

If the hospital or other provider disagrees with GSPSRO regarding its responsibility to review a stay or admission, the provider may appeal to the State Agency. The State Agency will rule on the case and advise GSPSRO of its findings.

D. When providers (hospital or physicians) or beneficiaries disagree with the GSPSRO determination relative to B above, appeals will follow the PSRO procedures for reconsiderations, hearings, and appeals.

The State agrees that GSPSRO decisions modified by PSRO appeals mechanisms have the effect of an original GSPSRO decision for the purposes of payment but not for the purpose of Article XI.

E. All acute hospital billings for days of stay within GSPSRO jurisdiction submitted to the State Agency or its fiscal intermediaries must include the GSPSRO certification form in order to be processed for payment.

F. When, for any reason, GSPSRO is not notified of an admission on or before the first working day following the admission, GSPSRO certification

will be as outlined below. The GSPSRO certification form will indicate the date on which the GSPSRO began its concurrent review activity. Any days authorized by GSPSRO prior to that date reflect retroactive certification by GSPSRO.

1. For patients who are known to be Medi-Cal eligibles or known to be pending determination of Medi-Cal eligibility at the time of admission or within the first working day following admission but who are reported to GSPSRO on or after the discharge date, GSPSRO's certification form (excluding cases in which the discharge is on or prior to the first working day following admission) will reflect a retroactive certification.

2. For patients who are known to be Medi-Cal eligibles or pending determination of Medi-Cal eligibility at the time of admission or within the first day following admission and who are reported to GSPSRO after the first working day of admission but prior to the discharge date during the hospital stay, GSPSRO's certification form will reflect a retroactive certification for the portion of the days prior to notice and a concurrent certification for the portion of the stay after the notice.

3. For patients whose Medi-Cal or pending Medi-Cal status was not known at the time of admission or by the first working day following the admission but whose Medi-Cal eligibility becomes

known and reported to GSPSRO on or after the discharge date, GSPSRO's certification form will reflect a retroactive certification.

4. For patients whose Medi-Cal or pending Medi-Cal status was not known at the time of admission or by the first working day following the admission but whose Medi-Cal eligibility becomes known and reported to GSPSRO during the hospital stay, the principles in paragraph F.2 above will apply.

Article VIII - Data Processing and Reporting

Data will be exchanged between GSPSRO and the State Agency and its fiscal intermediaries subject to the following:

A. When incremental costs excluding such items as postage, telephone, and xerox are incurred by the State and/or its intermediaries to provide requested data, GSPSRO will be advised of the cost and available alternative ways of providing similar data or raw data that will result in no cost to the State or its intermediaries. "Incremental" costs are costs over and above base costs but excluding routine administrative costs such as postage and xeroxing and costs which would have occurred regardless of the exchange of data between GSPSRO and the State Agency.

B. Where required by federal or state law or GSPSRO policies, confidentiality of the beneficiary and/or provider will be protected by the GSPSRO and the State Agency and/or its fiscal intermediaries.

C. GSPSRO will provide the State with PMIS summary reports related to Title XIX services required of PSROs by the Department of Health, Education, and Welfare on request at no cost to the State Agency when these reports are available, except when incremental costs are incurred by GSPSRO.

D. Additional and separate agreements or contracts may be entered into between the State and GSPSRO for the gathering, processing, and delivery of Medi-Cal GSPSRO data, subject to Section B above.

E. The State Agency and GSPSRO will develop mutually agreeable baseline data regarding utilization of acute hospital days of stay during a mutually agreeable baseline period.

F. The GSPSRO may share data and procedures with other PSROs, subject to the same provisions in Section B above. The GSPSRO will not divulge or release information to parties or individuals not specifically mentioned in this Article IX, when such release is prohibited under applicable state and federal laws and regulations.

Article IX - Communications

A. GSPSRO will use as its principal communications point with the State Agency and its intermediaries, except for prearranged routine working communications, the Medi-Cal Division, Department of Health. The State Agency and its fiscal intermediaries will use the Office of the Executive Director, GSPSRO, as the principal communication point with GSPSRO, except for prearranged routine working communications.

The State Agency, whenever possible, will use its communication resources to advise GSPSRO area Medi-Cal providers of information relevant to the operations of GSPSRO as it relates to the Medi-Cal program, subject to Section C below.

B. The State and its fiscal intermediaries shall provide such technical assistance and information on the Medi-Cal program as the GSPSRO may request. Such assistance may include: training GSPSRO staff on Title XIX law, relevant sections of the Welfare and Institutions Code of the State of California, and Title 22 of the California Administrative Code, and Department of Health policies, guidelines, and other appropriate written material and Medi-Cal bulletins participating to the extent required in explaining the GSPSRO's role under Medi-Cal to members of the medical community subject to Section C below.

C. The State Agency public announcements and releases (including provider notifications) which relate to GSPSRO activities, policies, or procedures as they apply to Medi-Cal providers should be approved in writing by GSPSRO prior to release.

D. The State Agency will be furnished copies of certification and notification forms (included as Attachments I and II of this Memorandum) to be used by GSPSRO and will be advised of any changes made in these forms or their use.

Article X: Modifications

Modifications and specifications will be added to or deleted from the agreement as required subject to the agreement of the State Agency and GSPSRO. Meetings for negotiating amendments may be called by either party.

Article XI - State Agency Postpayment Monitoring

This article specifies the measuring techniques to be used by the State Agency to monitor GSPSRO.

Both parties to this Memorandum of Understanding recognize that quality of care is central to GSPSRO's concurrent review system; and in the application of the monitoring approach defined below, quality of care considerations are fully taken into account.

A. The total approach to monitoring combines the use of three elements:

1. A review of a statistically designed random sample of review decisions made by GSPSRO on a quarterly basis during the first year of this Memorandum of Understanding, unless based upon GSPSRO performance during this period, the State Agency determines that more frequent review is necessary.

2. A comparison of current overall indications of hospital utilization with mutually agreed upon baseline data to be developed during the first six months of this Memorandum of Understanding.

3. A quarterly review of PMIS statistics at such time as they are developed for GSPSRO.

B. The State Agency will conduct a retrospective on-site review at GSPSRO offices of a percentage of Medi-Cal acute hospital discharges reviewed by GSPSRO during that reporting period which produces a statistically valid sample. The review of the random sample of GSPSRO concurrent review decisions will be conducted as follows:

1. Based on the estimated universe of hospital days of stay reviewed by GSPSRO during a given period of time, the State Agency will select a sample from the reviews on file at GSPSRO offices which will provide confidence that conclusions drawn from the sample are valid for the universe. Per instructions to be

determined by sound statistical principles to provide a representative sample, a sample will be drawn from the files of GSPSRO of the concurrent reviews of hospital stays made during the period being monitored.

2. A registered nurse from the State Agency will review the sample cases noting what the State Agency's decision would have been regarding length of stay. Although the State Agency nurse will utilize necessary case information in making a determination, the nurse will attempt to take into consideration the same set of procedural circumstances and information available at the time the original GSPSRO certification was made. Those cases in which the State Agency nurse's determinations regarding the appropriate number of days differ from GSPSRO determinations will be referred to the State Agency physician. At a place or places designated by GSPSRO, this physician will review each of these cases for a determination on the number of days which would have been certified, attempting to take into consideration the same procedural circumstances and same clinical information available at the time of the original GSPSRO review. The State Agency nurse and physician will utilize the guidelines specified in Section 51327 of Title 22 of the California Administrative Code and as a supplement, length of stay guidelines used by the Field Services Offices in Yolo, Placer, and Nevada counties (see Attachment III) in making length of stay

determinations for elective admissions for cases in the sample. Extensions to the aforementioned length of stay on any case in the sample will be judgments of medical necessity, taking into consideration the same set of procedural circumstances and information available at the time the original GSPSRO certification was made. Emergency admissions and extensions to those emergency admissions will be subject to judgments of medical necessity, regardless of diagnosis.

3. The State Agency agrees not to conduct monitoring or review in GSPSRO hospitals without the prior consent of GSPSRO. In the event State Agency reviewers need additional information to make a length of stay determination, GSPSRO agrees to provide to the State Agency the necessary information.

4. Until GSPSRO officially assumes PSRO review for ancillary and professional services, the State Agency's fiscal intermediaries will have access to hospital medical records for the review of these services.

C. This postpayment audit process will generate the following data:

1. Number of cases reviewed by the State Agency during the monitoring.

2. Number of hospital days the State Agency would have certified in the cases in 1. above.

3. A percentage figure, derived from taking the difference between the days authorized by GSPSRO and the days that would have been authorized by the State Agency, divided by the days that would have been authorized by the State. It should be indicated whether the percent is more or less than what the State Agency would have authorized.

D. The number of days authorized by GSPSRO will be compared with the number of days which would have been authorized had the State Agency nurse and physician been performing the review. When GSPSRO has authorized less days than would have been authorized by Medi-Cal or when the percent in paragraph C.3 is less than two percent over what would have been authorized by Medi-Cal, paragraphs F, G, H, and I below will not apply. When GSPSRO has authorized more days than would have been authorized by Medi-Cal and the percent in paragraph C.3 above is two percent or more, the State Agency will provide a concise rationale in support of the medical judgment made by the State Agency for each case in which the State Agency would have certified less days than GSPSRO. GSPSRO will analyze each case in which GSPSRO authorized more days than the State Agency to determine (1) the diagnosis, (2) the hospital where the care was provided, (3) the GSPSRO personnel involved with case review, (4) the reason, if determinable. The State Agency and GSPSRO will jointly review the results of this analysis.

E. A copy of the data specified in paragraph C, and, if applicable, a copy of the analysis specified in paragraph D will be forwarded both to the State Agency and GSPSRO after each monitoring review. GSPSRO will have the option of submitting a written response to the State Agency within 30 days of receipt of the report concurring or disagreeing with the medical judgment in any disputed case. This written response will become part of the monitoring review report and the report will be considered complete at that time. The State Agency may review the percent figure calculated in paragraph C.3, based upon the information in the written response provided by GSPSRO.

F. Should the percent referred to in paragraph C be more than two percent for the next quarter after the problem has been identified, GSPSRO agrees, based on the results of the analysis indicated above to (1) review the concurrent review criteria in areas where specific diagnosis appears a significant part of the difference, (2) review the utilization review practices of any hospital where a significant amount of the difference occurs, including a consideration of withdrawal of delegation of either full or partial review, (3) consider whether there is a significant correlation between GSPSRO personnel involved in case review and the number of days authorized by GSPSRO above those days that would have been authorized by the State Agency, and (4) present to its Board of Governors proposals for the use of alternative procedures to its normal system of concurrent review in cases where it appears that such action is necessary or appropriate. The analysis of PMIS reports and trends

in areawide, statewide, and other PSRO regions' utilization of hospital days as compared to the base period will be used to assist in the analysis of the difference and development of a correction plan. Circumstances beyond the control of GSPSRO affecting hospital utilization will be taken into consideration in this analysis.

G. If the percent calculated in paragraph C above exceeds two percent and is applicable to this paragraph for six consecutive months or one year when calculated cumulatively and the total days of hospital stay utilized in the GSPSRO area are more than two percent above the mutually agreed upon baseline or if the percentage increase calculated in paragraph D above and applicable to that paragraph exceeds five percent for six consecutive months or one year cumulative, then in accordance with paragraph H below the State Agency may notify the United States Department of Health, Education, and Welfare of its intention to withdraw from this Memorandum of Understanding and substitute its own utilization review mechanisms.

H. If the Medi-Cal review performance of GSPSRO exceeds parameters in G above, the State Agency will provide written notice of this to GSPSRO and the United States Department of Health, Education, and Welfare. Within 60 days of such notification, the State Agency will expect GSPSRO's review performance to be within these parameters. In the event these expectations have not been met at the end of this 60-day period, the State Agency reserves the right to withdraw from this Memorandum of Understanding by giving 30 days' written notice to GSPSRO and the Department of Health, Education, and Welfare.

Article XII - Termination

A. This Memorandum of Understanding may be terminated by a 60-day written notice by either party, or earlier if by mutual written agreement.

B. This Memorandum of Understanding, not withstanding paragraph A above, may be terminated in accordance with the provisions in Article XI.

Date:

Lee Helsel
Deputy Director
Medi-Cal Division

Date: Jan 15, 1976

Greater Sacramento Professional
Standards Review Organization
James C. Bramham, Jr., M.D., Chairman
Board of Governors

SJPSRO MEMORANDUM OF UNDERSTANDING

Basic Examples of Medi-Cal Exclusions

Absolute Exclusions

1. Experimental treatment, which includes but is not limited to:

   a. Total ankle, shoulder, and other joint replacements using methyl methacrylate glue, except hip and knee.

   b. Organ transplants except kidney.

   c. Intrathecal prednisolone injection treatment.

2. Treatment of infertility.

3. Hospitalization solely for nonsurgical treatment of obesity.

4. Methadone maintenance therapy.

5. Thalamic stimulation

Partial Exclusions

1. Cosmetic surgery (except as defined in California Administrative Code, Title 22, Section 51405). Section 51405 (f): "...Authorization for correction of cosmetic defects may be granted only in the following instances:

   "(1) For completing the repair of serious disfigurement resulting from disease or trauma.

   "(2) For correcting disfiguring defects which substantially interfere with opportunities for employment. These cases must be referred to the California State Department of Rehabilitation for consultation, evaluation, or case management....

   "(3) For those patients eligible for coverage by Crippled Children Services, referral for consultation, evaluation, or case management shall be made to Crippled Children Services."

2. Alcoholic detoxification or rehabilitation. (Medi-Cal does cover the medical complication of alcoholism.)

3. Drug rehabilitation, including methadone maintenance. (Medi-Cal does cover drug detoxification.)

4. Transsexual surgery. (Medi-Cal does cover the surgical complications of transsexual surgery, e.g., recto-vaginal fistula.)

REPORTING FORM

Sacramento Field Office

LENGTH OF STAY INFORMATION

Medical Procedure	LOS Authorized By Guidelines	LOS Now Being Authorized by Field Office Consultant	Comments
Hernia	5 d	4 d	
Cholecystectomy	9 d	7 d	(same 4 d acute 3 d extended care
T U R	5 d	4 d	
Tubal Ligation	5 d	3 d or 2 d	
Oophorectomy	7 d	5 d	
Hysterectomy	7 d	5 d	
D & C	3 d	2 d	
Laminectomy	12 d	10 d	occasionally 7 d acute 3 d extended care
Myelography	5 d	3 d	
Arteriogram	5 d	2 d	
Gastrectomy	12 d	7 - 10 d	
Pilonidal Cyst	5 d	5 - 7 d for surgery	
Varicose Veins	4 d	3 d	
Orchiopexy	not listed	4 d	
Phlebitis	not listed	5 d	

GSPSRO

GREATER SACRAMENTO
PROFESSIONAL STANDARDS
REVIEW ORGANIZATION
650 UNIVERSITY AVE.
SACRAMENTO, CA 95825
(916) 920-2233

ACUTE HOSPITAL INITIAL CERTIFICATION ABSTRACT

BATCH NUMBER

412651

FACILITY NO

SECTION A TO BE COMPLETED BY DOCTOR OR HOSPITAL

PATIENT NAME (LAST) (FIRST) (M.I.)

ADDRESS

CITY COUNTY STATE ZIP COUNTY CODE

MEDICAL RECORD NO SOCIAL SECURITY NO

DATE OF BIRTH MO DAY YEAR

RACE 1 BLACK 2 WHITE 3 OTHER

SEX 1 M 2 F

PRINCIPAL SOURCE OF PAYMENT

1 MEDICARE (TITLE XVIII)
2 MEDI-CAL (TITLE XIX)
3 MCH-CCS (TITLE V)
4 OTHER

NAME OF EMPLOYER

NAME OF INSURED

GROUP NUMBER

ADMITTING PHYSICIAN (LAST) (FIRST) (M.I.)

ADDRESS

CITY COUNTY STATE ZIP

ADMITTING DIAGNOSIS

ADMISSION DATE MO DAY YR

PROPOSED PROCEDURE

PROCEDURE DATE MO DAY YR

FACILITY NAME

ATTENDING PHYSICIAN (LAST) (FIRST) LIC NO

OPERATING PHYSICIAN (LAST) (FIRST) LIC NO

SECTION B ADMISSION INFORMATION

ADMISSION DATE & HOUR MO DAY YR HOUR

TYPE OF ADMISSION 1 EMERGENCY 2 URGENT 3 ELECTIVE 4 NEWBORN

ADMITTING SERVICE 1 MEDICAL 2 SURGICAL 3 OB 4 GYN 5 PEDIATRIC 6 PSYCHIATRIC 7 OTHER

RCDA ADM. DIAG. CODE

PROCEDURE SURGICAL CODE

AUTOMATIC CERTIFICATION

SECTION C DISCHARGE AND REVIEW INFORMATION

	DATE	DAYS CERTIFIED	DAYS DENIED	REVIEW REASON CODE	APPEAL INDICATOR	RN COORD	PHYS. ADVISOR
1							
2							
3							
4							
5							
6							
7							
8							
9							

	DISCHARGE DIAG. CODES	PROCEDURE SURGERY DATES	PROCEDURE SURGERY CODES
1			
2			
3			
4			
5			
6			

DISCHARGE DATE MO DAY YR

DISCHARGE STATUS 1 ACUTE 2 SNF 3 ICF 4 OTHER 5 HOME 6 HOME CARE 7 AMA 8 EXPIRED

SECTION D SPECIAL STUDIES

NO:

NO:

DATE OF DENIAL NOTIFICATION

DATES OF DAYS DENIED THRU

REMARKS

STANDARD REGISTER COMPANY

GSPSRO

GREATER SACRAMENTO
PROFESSIONAL STANDARDS
REVIEW ORGANIZATION
650 UNIVERSITY AVE
SACRAMENTO, CA 95825
(916) 920-2233

CERTIFICATION APPROVAL FORM

ADMITTING PHYSICIAN (LAST) (FIRST) (M. I.)

ADDRESS

CITY COUNTY STATE ZIP

- ☐ Acute
  - ☐ Emergency
  - ☐ Elective
  - ☐ Urgent
- ☐ Long Term Care

LAST FIRST MI

NAME _____

HOSPITAL INSURANCE NUMBER _____

FACILITY NAME _____

DAYS APPROVED: _____ DAYS DENIED: _____ SNF PLACEMENT DAYS: _____

ADM. DATE: _____ FROM: _____ FROM: _____

DISCH. DATE: _____ THRU: _____ THRU: _____

_____ _____

Signature of Authorized Coordinator Date Signed

The information on this form is confidential and is to be used for billing purposes only. Use of this information for anything other than billing is strictly prohibited.

Member of
AMERICAN HOSPITAL ASSOCIATION
CALIFORNIA HOSPITAL ASSOCIATION

YOLO GENERAL HOSPITAL
170 WEST BEAMER STREET
WOODLAND, CALIFORNIA
916-666-8301 95695

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OF HOSPITALS

UTILIZATION REVIEW AND PATIENT CARE EVALUATION PLAN

July 21, 1978

INTRODUCTION

The objective of this plan is the maintenance of high quality patient care and an ongoing evaluation of the efficient use of the professional medical care services, procedures and facilities. This is to be achieved through an educational approach involving study of patterns of care and monitoring of appropriate utilization.

The non-delegated review and audit functions are to be performed by an appropriate hospital staff committee composed of two or more physicians and other professional personnel and employees of the hospital qualified to perform assigned review functions. The committee members shall have no financial interest in the hospital or any other hospital. The committee shall receive administrative and technical support from the Medical Records Department and other other hospital agencies concerned.

UTILIZATION REVIEW OF INPATIENT SERVICES:

A: Admissions Review

Admissions review will be provided in all cases to assess the medical necessity of a patient's admission to the hospital.

This assessment will be carried out against criteria for level of care or diagnosis/specific criteria adopted by the medical staff. These criteria shall be such that a review coordinator may determine the medical necessity of admission in an in an objective fashion. These criteria shall be set forth in Appendix A of this plan which will be reviewed as necessary to insure its representativeness and validity:

1. Review will be initiated for all admission classifications within the first working day following admission (working day is defined as Monday through Friday excluding holidays).

2. The Review Coordinator shall carry out the initial review of each admission in connection with the Intermediary Coordinator. If there is doubt as to medical necessity of the admission, a physician representative of the committee (physician reviewer) will be available to review the documentation and make a decision or contact the attending physician for additional information. If the physician reviewer decides that the admission was not medically necessary he will contact the attending physician in order that the views of the attending physician may be presented. If the attending physician does not respond, then a final decision will be made by one physician representative of the committee; however, if the attending physician contests the decision at least two physician members of the committee must make the final decision.

3. The initial review and determination will be completed by the end of the first working day following admission.

4. If there is an appeal by the attending physician, then the two committee physicians will review the documentation and a final decision will be reached no later than the second working day following the patient's admitting day and written notification given to the patient, the hospital and the attending physician.

The following information and documentation will be required at the time of admission in order to facilitate admissions review.

1. Patient and attending physician identification.

2. Date of admission.

3. Date of application and authorization for Medicare/Medicaid benefits, if later than the date of admission.

4. The diagnosis or symptoms indicating the need for admission.

5. Physicians plan of treatment:

   a. (The plan of treatment is defined as including diagnosis, symptoms, complaints and/or complications indicating the need for admission.

b. A description of the functional level of the individual.
c. Orders for medications, treatment, restorative and rehabilitative services, activities, social services and diet.)

6. The operating room reservation date where appropriate.

7. Other supporting material as the committee deems appropriate.

B: Extended Stay Review.

1. When admission is approved an initial extended stay review date will be assigned and recorded in the patient's chart. This date will be based on a length of stay determined by the 50th percentile as norms for the area, adjusted for age and other pertinent statistically valid criteria. An extended stay review will be initiated prior to or on the date assigned at admission. The utilization review coordinator will screen the extended stay cases against criteria previously adopted by the committee (see appendix B).

2. Extended stay review will be based upon the attending physician's reasons for and plans for the patient's continued stay, and the chart shall contain documentation justifying the continued need.

3. Extended stay review and written notification, if appropriate, will be accomplished within two working days after the determination is made. The decision can incorporate one of three determinations.

   a. That additional days are justified at the present level of care.
   b. That additional hospitalization is required, but at a lower level of care.
   c. That the patient does not require institutional care and should be discharged.

C. Methods and criteria.

1. Categories of admissions which may be subjected to closer professional scrutiny shall be determined by the Medical Records Committee from time to time as indicated by data derived from retrospective review of admissions, length of stay and medical care evaluation studies.

2. Norms for initial length of stay and continued stay review dates shall be adopted from time to time as necessary using the most currently available and appropriate statistical data (such as Commission on Professional and Hospital Activities).

C. Medical care evaluation studies:

Studies of patient care patterns will be made on a continuing basis to identify and analyze patterns of patient care and suggest possible changes for maintaining both high quality patient care and assuring the efficient use of services. This function will be conducted under the Medical Audit Program initiated in 1973 and now supplemented by patient care data available through Commission on Professional and Hospital Activities program.

The patient care audit program is comprehensive in scope and includes all clinical areas of the hospital and all categories of patients regardless of payment source.

The audit program will be conducted according to generally recognized principles as outlined by the CMA, JCAH and CPHA patient care audit workshops (A reference is made to the workshop conducted at Yolo General Hospital November 16, 1973).

YOLO GENERAL HOSPITAL
UTILIZATION REVIEW AND PATIENT CARE EVALUATION PLAN
JULY 1, 1978

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APPENDIX A - CRITERIA FOR ADMISSION REVIEW:

A. Justification for admission.

1. A descriptive admitting diagnosis or problem indicating an acute medical condition warranting hospitalization.
Example: "pneumonia, with respiratory distress", pneumonia, unresponsive to ambulatory Rx".
or "In chest pain, rule out MI".
Admitting diagnoses "pneumonia" or "chest pain", without elaboration are ordinarily insufficient admitting diagnoses. (See #2).

2. Treatment plan indicative of an acute level of care (the Nurse coordinator may use this as justification for admission in lieu of #1, at her discretion if the diagnosis is not available or is not complete as to the description of an acute medical illness.)

3. Elective surgical procedure with OR date.

4. Elective diagnostic procedure ordinarily requiring admission (EEG, myelogram).

B. Length of Stay Determination - initial assignment.
The initial length of stay assignment will be made according to the norms in the PAS Length of Stay in PAS Hospitals, 1976. The 50th percentile will be used corrected for age and multiple diagnoses. In case of MediCal or PSRO patients the PSRO or MediCal assignment will be used if less than the PAS norm.

APPENDIX B. - CRITERIA FOR CERTIFYING EXTENSIONS OF ACUTE HOSPITALIZATIC

1. Progress notes containing a new or amended diagnosis or problem with a clear description or reasons (ordinarily complications and/or new diagnoses) requiring extension.

2. In lieu of a clear statement in #1, the Nurse Coordinator, at her discretion, may use evaluation of the treatment plan and/or nursing data to make certification.
A. Length of stay assignment- extension.

a. In general the first extension will be an increment such that the estimated total length of stay will be the 75th percentile of PAS norms and the second extension the 95th percentile.

b. Extensions over seven (7) days will be granted, but review will continue at seven day intervals.

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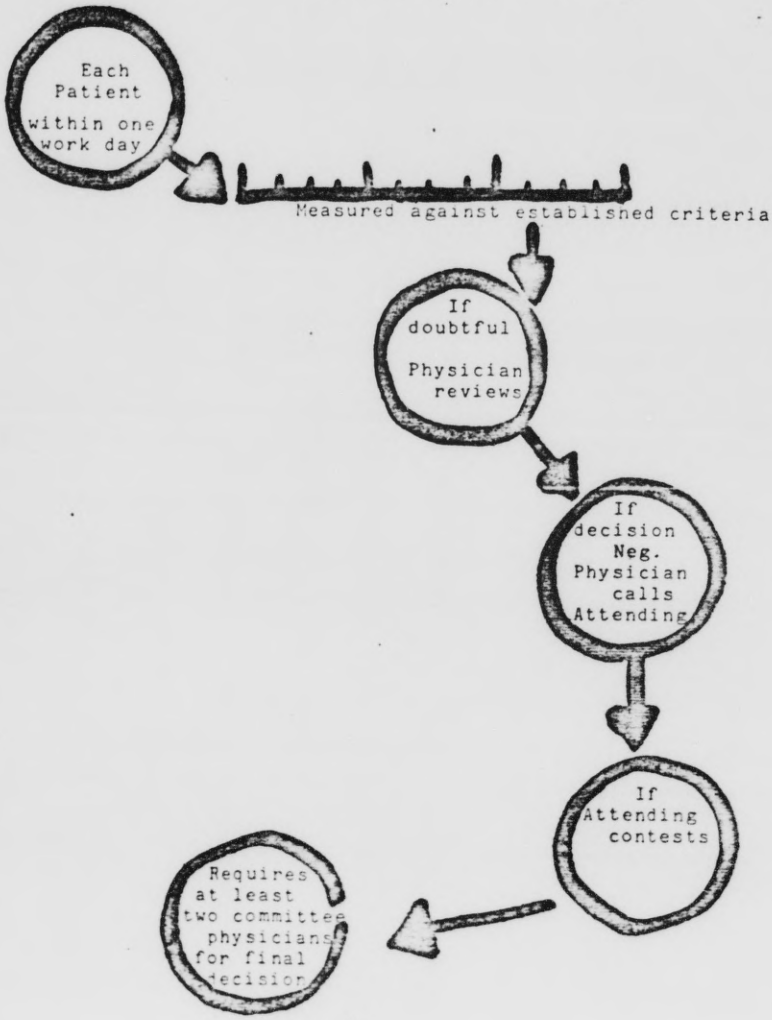
DIAGRAM FOR ADMISSION REVTEW



/rm

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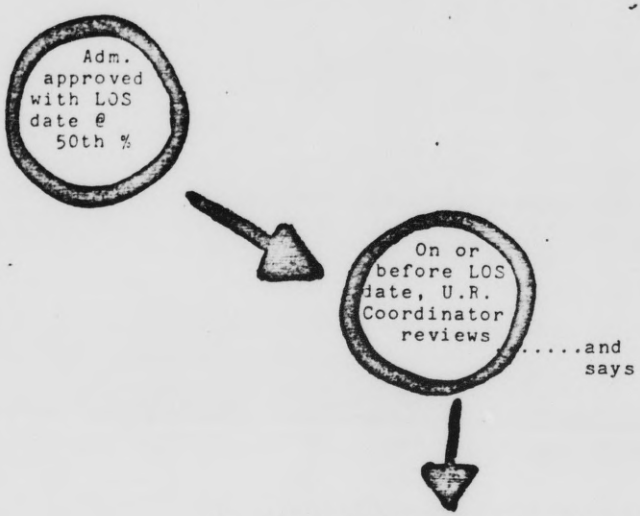
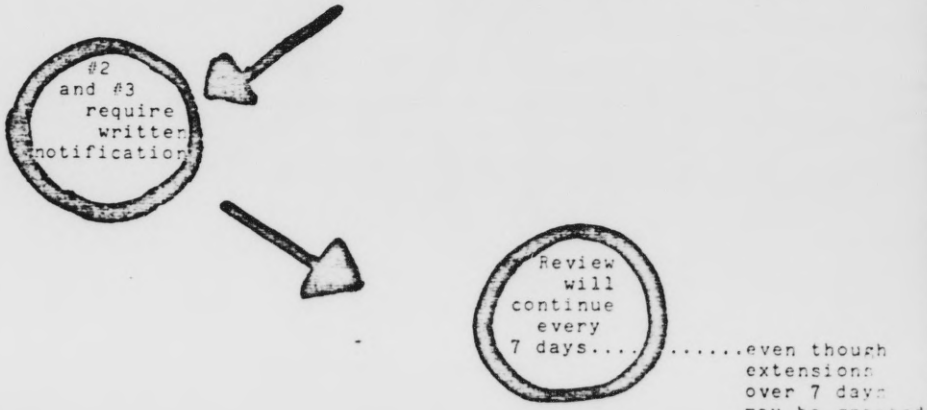
DIAGRAM FOR CONTINUED STAY REVIEW



1. Additional hospital stay at present level = ok

or 2. Additional hospitalization required, but at a lower level of care

or 3. Patient does not require hospital care



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CONFIDENTIALITY MAINTENANCE PLAN
FOR THE
GREATER SACRAMENTO PSRO

EXHIBIT E

REVISED
JUNE 1979

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SECTION I - INTRODUCTION

"The issues of confidentiality and privacy are fundamental to the traditional concepts upon which our freedom as citizens is based. As such, the urgency and importance of these issues remains regardless of the technological manner in which the data are gathered, manipulated or disseminated".

-Department of Health, Education & Welfare, 3/10/76

"The right to be let alone is the right most valued by civilized men."

-Justice Louis D. Brandeis

This document states the policy of the Greater Sacramento Professional Standard Review Organization (GSPSRO) with regard to confidential information. All data collected by the GSPSRO should be regarded as confidential unless specifically exempted herein. These confidential procedures encompass all facilities and individuals involved in the collection and submission of information to the GSPSRO, the processing of that information and the utilization of data for reporting purposes. It is the policy of the GSPSRO not to release any patient or physician specific information, excluding information requested by a physician pertaining to himself/herself, or a patient about himself/herself. Specific procedures for access are outlined within this document.

Only GSPSRO data and documents are subject to the PSRO Confidentiality Policy. The Policy does not apply to individuals' hospital charts, except as they are under GSPSRO control for specific GSPSRO review activities.

SECTION II - GSPSRO POSITION ON CONFIDENTIALITY

The GSPSRO recognizes the inherent rights of the individual to privacy and at the same time, acknowledges the need of the medical profession for adequate information in order to perform effective medical care review. The GSPSRO recognizes that under the heading of confidentiality of medical information, two areas of major concern need to be considered. These areas are security of the data and the responsibility of personnel dealing with this data to hold it in confidence and to be accountable for any breach of confidence.

An organization dealing with medical data must accept responsibility for protecting medical data. The GSPSRO, being an organization that deals with medical data, does accept the responsibility and will endeavor to guide itself by the following policies:

A. All medical information that relates to or identifies specific individual patients and practitioners and certain data relating to health care institutions (re: Medical Care Evaluation data) is strictly confidential and shall not be made known or accessible by the GSPSRO staff or review boards or advisors, to the public or to any governmental unit, agency or department except as provided for in this Confidentiality Maintenance Plan.

B. The GSPSRO will make every effort to achieve the highest degree of confidentiality possible by maintaining the following policies:

   1. Only specifically identified professional reviewers and staff will be authorized to review medical data.

   2. All confidential records (including copies of printouts, analyses, encounter forms, etc) will be disposed of in a manner which will render them useless when they are no longer needed.

   3. All persons to whom an offer of employment is tendered will be informed prior to employment of the confidentiality of data and the rules and regulations governing that data.

   4. All employees of the GSPSRO will reaffirm their awareness and agreement with GSPSRO regulations regarding the confidentiality of data at least every six months.

   5. Any employee of the GSPSRO will be subject to immediate termination for violation of the GSPSRO policies regarding confidentiality. (They will,

in addition, be subject to federal regulation and law which includes fines and/or imprisonment.)

6. Information maintained in hard copy form which is identifiable to an individual patient and/or provider will be purged when that information has served the specific purpose for which it was generated.

7. All employees of the GSPSRO will become familiar with the handling of confidential data and information and sign a statement indicating that he or she recognizes their individual responsibilities to hold such data in confidence and is also aware of the legal penalties for unauthorized disclosure of data and information. Employees refusing to sign a statement of confidentiality of GSPSRO data and information, and who handle confidential information, will be terminated.

8. All providers will be notified by the GSPSRO of it's policies regarding the confidentiality of data so that they may protect themselves in any case involving the misuse of confidential data.

9. All physician advisors of the GSPSRO (in a delegated or non-delegated situation) will become familiar with the handling of confidential data and information and sign a statement indicating that he or she recognizes individual responsibilities to hold such data in confidence and is also aware of the legal penalties for unauthorized disclosure of data and information. Physician advisors refusing to sign a confidentiality statement and attend at least one meeting a year for the purpose of reaffirming their awareness of the confidentiality guidelines, will not be allowed to perform review functions for the GSPSRO. A physician advisor must sign their statement of confidentiality prior to performing review functions. All meetings for the purpose of reaffirming physician awareness of confidentiality guidelines usually will be combined with other GSPSRO functions.

C. It is the position of the GSPSRO Board of Governors that general statistical research will be conducted by the GSPSRO. The purpose in using this data for research is to improve the quality of medical care, improve the efficient allocation of resources, both monetary and other, devoted to medical care, and generally investigate and improve the system for professional review of medical care in the GSPSRO area. Statistical studies and research reports based upon confidential information may be published or furnished to the public, upon issuance of Policy Guidelines superseding Transmittal 41. These studies and reports shall not in any way identify individual patients or practitioners directly or indirectly, nor violate the privileged or confidential nature of the relationship and communication between practitioner and patient.

SECTION III - TERMS

The following is a list of terminology pertaining to GSPSRO functions:

A. GSPSRO Data and Information

All data and information which is acquired and/or generated by the GSPSRO. This includes data in medical record charts at hospitals and physician records, to the extent these charts and records are under GSPSRO control; and data abstracted by GSPSRO personnel.

B. Individual GSPSRO Data and Information

Computer and hard copy data and information identifiable to a specific individual patient or practitioner.

C. Identifiable Data or Information

GSPSRO data and information collected, generated, or aggregated on a particular individual which identifies that individual either explicitly or by implication.

D. Monitoring

The review and appraisal of PSRO functions, and review or approval of Title XVIII, XIX and V patients for medically necessary and appropriate care.

E. Evaluation

The determination of program effectiveness and the impact of the GSPSRO program on quality of care and utilization of services.

F. GSPSRO Review System

A system comprised of the GSPSRO and all supporting components which assist the GSPSRO in the review process or are furnished GSPSRO data for administrative purposes under Titles XVIII, XIX and V of the Social Security Act. The system may include (but is not limited to):

1) Hospitals - if delegated review authority.

2) GSPSRO review coordinator(s) - individuals responsible for carrying out

GSPSRO activity within the health care facility.

3) Physician Advisors of delegated and non-delegated hospitals.

4) GSPSRO Contractors (any independent vendors providing data or data processing services to the GSPSRO).

5) Other PSROs.

6) Department of Health, Education and Welfare.

7) State PSRO Council.

G. Health Care Practitioners

Physicians and other health care personnel who are reimbursed for services through Medicare, Medicaid or Maternal and Child Health Programs.

H. Health Care Facilities

Organizations and institutions involved in the delivery of health care services (e.g., hospitals, nursing homes, out-patients facilities, etc.)

I. Sanction Proceedings

Procedures under Section 1157 and 1160 of the Social Security Act commencing with the forwarding of a sanction report by the PSRO under Section 1157.

J. PSRO Deliberations

GSPSRO deliberations which evidence internal GSPSRO discussions pertaining to review or sanctions shall be stamped "GSPSRO Deliberations" and shall include minutes of meetings, notes, comments correspondence and other forms of recordings for such deliberations.

K. Non-Privileged Data and Information

Any information that is not linked specifically to a patient or health practitioner, i.e., a diagnosis when all patient and physician identification is removed and it may not be traced to any specific individual. This includes Federal Reporting and all reports generated by the computer system which do not identify patients or providers. Also included under Non-Privileged Data, is data on health care facilities which do not specify practitioners or patients.

L. Privileged Data and Information

Medical data and information identifiable to an individual patient, data and information indicating patterns of health care practices identifiable to individual health care practitioners, records of GSPSRO determinations identifiable to individual health care practitioners and data and information collected and/or generated for Medical Care Evaluation Studies (MCE) as defined in department regulations and guidelines. This shall include but not be limited to:

1) Names of patients.

2) Social Security numbers of patients and practitioners.

3) Information related to the social or economic condition or circumstances of a particular individual.

4) Results of evaluations and deliberations by the GSPSRO of information about a particular practitioner or patient.

5) Medical data, including diagnosis, treatment and past history, disease or disability, concerning a particular individual.

M. Medical Care Evaluation Studies

Data and information collected specifically for MCE Studies is privileged. In order to be considered privileged, the data or information must have been collected specifically for a particular MCE study which is ongoing or completed. Furthermore, the information must be other than that normally collected in other types of review activity such as the concurrent review process or

for development of profiles. The provision is not intended to shield data normally collected in other types of review activity merely because it is incorporated into an MCE. However, the GSPSRO and hospitals conducting delegated review shall not consider all data collected in conjunction with MCE data to be privileged unless such data is also to be used for MCE studies or meets another test of privilege. While MCE Study data is privileged, the fact that the GSPSRO or hospitals conducting delegated review are carrying out various studies and protocols and criteria utilized in such studies are not privileged and should be released upon request. MCE Study results are privileged within the GSPSRO Review System.

N. Physicial Security

The physical protection of GSPSRO documents and the premises where GSPSRO review documents are handled, processed and stored.

O. Personnel Security

Measures taken to insure the integrity and character of personnel who require access to privileged GSPSRO information.

P. Communications Security

Methods of secure electronic transmission of GSPSRO review information between authorized GSPSRO activities.

Q. Electronic Data Processing/Automated Data Processing (EDP/ADP) Security

Measures within an EDP/ADP system, both hardware and software, designed to safeguard review data processed or produced by the system.

R. Disclosure/Authorized Access

Allowing access to information only to authorized users (need-to-know).

S. Peer Review Documents

Documents created for or used in the professional review process, such as: chart abstracts; minutes of committee deliberations; results of Medical Care Evaluation Studies; Profiles. Documents of an administrative nature such as

Minutes of Board Meetings, PSRO policies, etc., are not included.

T. Privacy

In the context of these guidelines, privacy is discussed as an end society would like to achieve. It pertains to the kinds of information about individuals that should be allowed to flow into, and through, record keeping systems. Privacy is primarily concerned with: how and what information will be collected; how, and by whom, it will be used; and how it can be reviewed, modified, and corrected. Privacy implies the right of the individual to exercise some control over personal information about himself.

Privacy has built-in conflicts. On one side, there are the inherent rights of individuals. Citizens of a free society view privacy as fundamental to their personal liberty. On the other side, there are the appropriate requirements of private and public organizations established to provide individuals with the services they want and need. To fulfill their function, they must gather information about the people they serve. Frequently, conflict develops between the rights of individuals and the requirements of institutions. In a sense, they seem to be pulling in opposite directions. What belongs to the individual alone? What belongs to the organizations? These are questions which society itself has not yet fully resolved. The conflict, however, is not so severe that it defies solution. Ideally it can - and should - be resolved in a manner that preserves personal liberty without curtailing services or imparing efficiency. It is the purpose of these guidelines to achieve that resolution.

U. Data Security

Data security is a legal issue which involves the way professional review

organizations protect their information from unauthorized or accidental modification, destruction, and disclosure. An organization that has medical data must accept responsibility for protecting it. It must decide what information it needs, who has access to it, how the data will be protected. In short, the organization must select the combination of operating procedures and physical security measures, as well as hardware (computing) devices and programming tools, it needs to safeguard both business and personal records. Finally, the adequacy and appropriateness of the operating procedures and security measures must be subject to the approval of the members of the organization.

There is no such thing as perfect security. Presently however, organizations may achieve a level of protection appropriate to their needs by implementing reasonable and practical precautions. The objective of the data security program is to cut the risk and probability of loss to the lowest affordable level and also be able to implement a full recovery program if a loss occurs. The source of the GSPSRO data is a meeting between a person with actual or potential health problems and an element of the medical care system, either an individual physician, non-physician health care practitioner, or an institution. Because the information provided by the patient is given in confidence to facilitate his care, and most patients continue to insist that such confidence be respected, it will be the policy of the GSPSRO to maintain that confidentiality.

SECTION IV - NOTIFICATION

A. Notification to the Public

In order to notify the general public of the existence, scope and purpose of the GSPSRO data system, the GSPSRO will draft a legal notice for three day publication once each year in a general circulation newspaper (The Sacramento Bee). The Sacramento Bee serves GSPSRO's five county area of Yolo, Nevada, Placer, El Dorado and Sacramento. Other newspaper sources will also be identified and utilized. The following format will be used:

> The GSPSRO, a public, non-profit organization of local licensed physicians, is authorized by Federal Law (PL 92-603) to conduct continuing medical review of Federally financed health care services provided at acute hospitals and nursing homes in the five county area of Sacramento, Yolo, Nevada, Placer and El Dorado. The purpose of this continuing professional review is to determine the medical necessity of all aspects of patient care.
>
> The GSPSRO recognizes it's legal obligation to the protection of the privacy of patient, practitioner and provider information. All data gathered in the execution of the Federally mandated responsibilities of the GSPSRO will be treated with respect to guard it's confidential nature.
>
> The GSPSRO offices are located at 650 University Avenue, Sacramento, California 95825.

This public disclosure statement will be reviewed by GSPSRO's attorney prior to submittal to the Department of Health, Education & Welfare for publication approval.

B. Notification to Patients, Practitioners and Providers

The GSPSRO shall notify patients, practitioners and providers of the existence of GSPSRO, it's scope and the purpose of the data system. Patients shall be notified through patient notification materials (Exhibit 4 and 5), displayed at the admitting desks of each facility. GSPSRO notification to patients, practitioners and providers shall include the following information:

1) GSPSRO's name, address and name of the Executive Director and Confidentiality Officer.

2) Existence, scope and purpose of GSPSRO; and

3) The circumstances under which, and the purpose for which, GSPSRO data and information will be disclosed; and

4) Access procedures.

Providers will be notified annually through the GSPSRO Newsletter.

SECTION V - SPECIFIC PROCEDURES FOR ACCESS OF GSPSRO DATA AND INFORMATION

A. Privileged Data and Information - Obtaining Access to Own Data and Information

The Greater Sacramento PSRO recognizes the right of any patient, health care practitioner, and health care facility to have access to his or her own GSPSRO data and information for the purpose of ascertaining the accuracy of that data and information. However, GSPSRO review data and information shall not be released for any reason without prior written authorization by the Executive Director of the GSPSRO. Request for access to own GSPSRO data shall be written and directed to the Executive Director of the GSPSRO. GSPSRO privileged data and information is highly confidential and must be safeguarded. Therefore, any access of GSPSRO privileged data and information must take place at the GSPSRO offices or at the place designated by the Executive Director of the GSPSRO. Except for physicians and facilities requesting information pertaining to them, so as to fulfill their obligation under Section 1160 of the PSRO law, GSPSRO privileged data and information shall not be physicially removed and/or transmitted outside of the GSPSRO system. Where information is released, the GSPSRO will require written authorization either from the facility or the physician.

1. The following procedures will be followed when an adult requests access to his/her own GSPSRO file (18 years of age or older):

   a) At the time the individual requests access to his/her own GSPSRO file, for the purposes of verifying the accuracy of the information contained therein, he/she will be requested to designate a representative in writting. It will be suggested that the representative be a physician or other health professional who will be willing to review the file with the individual at the GSPSRO offices and interpret its contents.

   b) The physician(s) of record will be notified by the Medical Director th an individual for which our records indicate he/she has treated, is

requesting access to their records and a place and time will be given if the physician(s) of record wish to be present. The physician(s) of record then has ten (10) working days to notify the GSPSRO if he/she objects to the release of information without clarification, and if he or a designee will be present to make clarifications.

c) If the GSPSRO Medical Director of physician(s) of record determine that the file contains information which is likely to have an adverse effect on the requesting individual, this fact will be called to the attention of the individual's representative if one has been designated.

d) If the requesting individual does not choose to designate a representative to review the file with him/her, the individual will automatically be allowed access in accordance with National Policy 3 (Attachment A) and the GSPSRO confidentiality guidelines specified herein. If the physician(s) of record is/are not present when access is provided, the GSPSRO will offer to have the file interpreted by the GSPSRO Medical Director, however, this is not required and the individual need not accept such an offer if it is made.

e) The physician(s) of record may, at all times, be present to provide interpretation of the file. In fact, this method will be prefered by the GSPSRO.

f) If the physician(s) of record is/are not present during review and the individual has questions concerning the contents of his/her file, he will be directed to contact the physician(s) of record to obtain clarification.

g) The GSPSRO will notify the person requesting review the data, place and time set for the review. This letter will be signed by the Medical Director.

h) Prior to being given access to his/her file, the individual and his or her designee, will be asked to sign a statement containing the following wording:

Statement for Individual Requesting Access

to His/Her GSPSRO Data and Information

I acknowledge that I have been granted access to my PSRO file by the GSPSRO for purposes of verifying the accuracy of the information contained therein. I understand that the information contained in this file was derived from my medical record(s) and that the file maintained by the GSPSRO is not a medical record but an abstract of my medical record. Further, I understand that I may designate a physician, other health professional or other legal representative to review my file with me to interpret it's contents and

I choose to have a representative.

Name, address and profession of representative

I do not choose to have a representative.

_____ _____

Date Signature

Statement of Authorized Representative

to Review GSPSRO Confidential Data and Information

I acknowledge that I have been authorized by (name of individual) to access his/her GSPSRO files and have been granted access by the GSPSRO for purposes of verifying the accuracy of the information contained therein. I understand that the information contained in this file was derived from (name of individual) medical record(s) and that the file maintained by the GSPSRO is not a medical record, but an abstract of the medical record. A copy of my written authorization is attached for the GSPSRO files.

_____ _____

Date Signature

2. The following procedures will be followed when a person under the age of 18 requests access to his/her own GSPSRO file:

The following procedures vary somewhat from those to be used when an adult requests access, for the purposes of verifying the accuracy of the information contained therein, to his/her own file. The procedures recognize that an adult, by nature of his majority, is considered competent to reivew information about himself/herself, but that an individual under age 18 may require guidance in such review, although he has the right of review.

a) After the request is received and reviewed by the GSPSRO Medical Director, the GSPSRO will request the individual to designate a physician, other health professional, or other representative to review the file with him/her at the GSPSRO offices to interpret it's contents. An alternative approach would be, if the individual concurs, for the GSPSRO to request that the physician or record review the file with the individual at the GSPSRO offices. In all instances, the physician of record may elect to review the file with the individual in accordance with National Policy 4 (Attachment A), independent of any representative who is designated by the requesting individual.

b) Should the requesting individual not desire to designate a physician or other health professional to review his/her file, and if the physician of record does not choose to review the file with the individual, the file should be made available in accordance with National Policy 3 (Attachment A). However, in such instances, the GSPSRO Medical Director or another GSPSRO physician will be present to provide clarification of information in the GSPSRO file, should it be required.

c) If the contents of the file are not reviewed with the individual

under age 18 by the physician(s) of record, or other representative, and the individual has questions relative to interpretation of data contained in the file, he/she will be directed to contact the physician(s) of record for interpretation.

d) Prior to being given access, the individual and/or his authorized representative, will be asked to sign a statement before access to the GSPSRO files will be allowed. The wording of the statement(s) will be as follows:

Statement for Individual Requesting Access

to His/Her GSPSRO Data and Information

I acknowledge that I have been granted access to my PSRO file by the GSPSRO for purposes of verifying the accuracy of the information contained therein. I understand that the information contained in this file was derived from my medical record(s) and that the file maintained by the GSPSRO is not a medical record but an abstract of my medical record. Further, I understand that I may designate a physician, other health professional or other legal representative to review my file with me to interpret it's contents and

I choose to have a representative.

Name, address and profession of representative

I do not choose to have a representative.

_____ _____

Date Signature

Statement of Authorized Representative

to Review GSPSRO Confidential Data and Information

I acknowledge that I have been authorized by (Name of Individual Under Age 18) to access his/her GSPSRO files and have been granted access by the GSPSRO for purposes of verifying the accuracy of the information contained therein. I understand that the information contained in this file was derived from (Name of Individual Under Age 18) medical record(s) and that the file maintained by the GSPSRO is not a medical record, but an abstract of the medical record. A copy of my written authorization is attached for the GSPSRO files.

_____ _____

Date Signature

3. The following procedures will be followed when a Parent/Guardian requests access to GSPSRO data and information on an individual under age 18:

a). The following procedures recognize the responsibility of the GSPSRO to protect minor individuals from invasion of privacy. The Nation Policy refers to rights of individuals to review their own GSPSRO files, but does not specifically address the right of parents/guardians to review the files of minors. The suggested procedures which follow attempt to balance the rights of individuals under age 18 with the responsibilities of parents/guardians. They are based on the precepts that sensitive medical information whose disclosure might invade the minor individual's right to privacy should not be disclosed by the GSPSRO. Further, they assume that the physician(s) of record will be willing to discuss with parents/guardians the care requirements and medical conditions of individuals under age 18, for whom such parents/guardians have responsibility. In instances where the parent or guardian of an individual under age 18, authorized to act on behalf of the individual under age 18, requests access to the individual's GSPSRO file, the following procedures will be used:

(i) The file should be reviewed by the GSPSRO Medical Director to determine if it contains any medical information the release of which would constitute invasion of the privacy of the individual under age 18. Invasion of privacy issues can include, but not be limited to the following: mental illness, pregnancy, abortion, sterilization, diseases considered infectious and/or contagious, alcohol and drug abuse.

(ii) If the GSPSRO Medical Director determines that allowing access to the information in the file would invade the privacy of the individual under age 18, he should discuss the request with the physician(s) o record.

(iii) If the physician(s) of record is/are in agreement with the

GSPSRO Medical Director, the requesting parent/guardian will be notified that access to the file of the individual under age 18 will not be authorized using substantially the following language and the requesting parent/guardian will be urged to discuss the case directly with the physician(s) of record:

> The GSPSRO has received your request for access to the PSRO file of (Name of Individual Under Age 18). That file has been reviewed by the GSPSRO Medical Director and by the physician(s) who provided care. We have determined that the file contains information whose disclosure would constitute an invasion of (Name of Individual Under Age 18) privacy. Accordingly, the GSPSRO cannot honor your request for access to the file. We suggest that you contact (Physician of Record) to discuss the medical care provided to (Name of Individual Under Age 18) and his/her future health needs.
>
> Sincerely yours,
>
> _____
> Medical Director

(iv) If the GSPSRO Medical Director and the physician(s) of record are not in agreement, they should seek the opinion of a third mutually agreed upon physician and a decision reached. If the decision is not to allow access on grounds of potential invasion of privacy, the requesting parent/guardian should be notified using the described statement in (iii) above.

(v) If upon review of the file by the GSPSRO Medical Director, it is determined that access by the parent/guardian would not constitute an invasion of privacy of the individual under age 18, the GSPSRO will utilize the following procedures in allowing access:

aa) The GSPSRO will ask the requesting parent or guardian to

designate a physician or other health professional (other than a family member) who has agreed to review the file at the GSPSRO offices.

(bb) If the requesting parent/guardian has designated a representative to review the GSPSRO file of an individual under age 18, the GSPSRO will respond to the parent/guardian in substantially the following form:

> We have completed processing your request for access to (Name of Individual Under Age 18) GSPSRO file. The file may be reviewed by the physician or other health professional whom you designate, at the GSPSRO offices on (Date) _____.

A copy of the notification will be sent to the designated representative.

(cc) Should the requesting parent/guardian be unwilling to designate a physician or other health professional who will review the GSPSRO file of the individual under age 18, it is suggested that the GSPSRO Medical Director or a GSPSRO physician officer or reviewer be present to provide interpretation when the parent/guardian reviews the file.

(dd) The GSPSRO should make a reasonable effort to inform the individual under age 18 that the parent/guardian has requested access to the individual's GSPSRO file and afford the individual the opportunity to be present when access is provided.

(ee) In all instances, the physician of record or his representative, may be present when the file is reviewed in accordance with National Policy 4 (Attachment A).

4. The following procedure will be used in handling patient requests for

access to their records.

a) The patient must submit his request in writing to the GSPSRO.

b) The patient must provide the GSPSRO offices with the following information:

(i) Name

(ii) Address

(iii) Social Security Number

(iv) Medicare, Medicaid or MCH beneficiary number

c) GSPSRO will respond in writing to requests for access within ten (10) working days. This response will include:

(i) Time and date of granted access

(ii) GSPSRO location

(iii) Statement that the GSPSRO records cannot be copied or removed from the GSPSRO offices or site of review.

(iv) A statement that a representative of the patient's choosing may accompany the patient to the access area.

(v) A statement that the physicians of record or their representative may attend the access session.

(vi) A description of the identification materials required before access is granted. This will include a least one piece of photo I.D. and Medicare, Medicaid or MCH beneficiary I.D.

d) The physician of record will be notified by the GSPSRO within at least ten (10) working days prior to patient access of his/her records. He will be informed he may be present during patient's review of his/her individual file for clarification. A statement to the physician of record appears below:

The Department of Health, Education & Welfare's Confidentiality Policy on PSRO Data and Information requires the GSPSRO to notify physicians of records in the event a patient requests access to his/her individual GSPSRO records, in order to determine their accuracy. Consistent with the Policy's requirement to notify physicians of records at least ten (10) working days prior to intended patient access, the GSPSRO wishes to notify you that your patient (patient's name) of (address) will review his/her individual records on (date) at the GSPSRO offices at (location) at (time).

Inquiries regarding this statement should be addressed to: (title and location of individual responsible for GSPSRO data confidentiality).

e) While not a requirement of the GSPSRO Confidentiality Policy, the GSPSRO will develop and implement a procedure to notify the hospital(s) of record that the patient has requested access to his GSPSRO file at the same time the physician is notified. This is considered a courtesy notification and in no way is the hospital a party to the patient review process.

5. The following procedure will be followed when an individual challenges the accuracy of the information contained and can substantiate his/her challenge:

a) New information will be entered and incorrect data item annotated as to error. Computerized data will be updated accordingly.

b) Users of GSPSRO information for review purposes will be notified and correct information provided.

c) If the challenge cannot be substantiated, the GSPSRO will note the challenge on the hard copy file and will take no further action.

6. The following procedure will be followed for access to privileged data information about Health Care Facilities:

a) The only data which is considered privileged data are Medical Care Evaluation Studies. This data will only be utilized by the GSPSRO in

the performance of their review activities. Data considered privileged in Medical Care Evaluation Studies must meet the criteria outlined under Section II - Terms, item M - Medical Care Evaluation Studies. Thus, all requests for Medical Care Evaluation Studies from outside the GSPSRO review system, will be denied and the requestor will be referred to the hospital(s) having performed the study in question.

b) The Medical Director will keep the facility(s) appraised of all requests for active Medical Care Evaluation Studies.

c) Medical Care Evaluation Studies by a hospital or performed by the GSPSRO, which are based on confidential information, may be released by the GSPSRO or the hospital, as long as the released information is presented in areawide aggregate form and does not in any way identify directly or indirectly nor in any way violate the privileged or confidential nature of the relationships and communication between practitioner and patient.

7. Legal requests for privileged information will be handled as follows:

a) In the event of the issuance of a subpoena for any confidential information or for any GSPSRO representative to testify concerning any practitioner, institution or recipient, the court's attention will be called, through proper channels, to the Department of Health, Education & Welfare's PSRO Confidentiality Policy Provisions against disclosure of information, except that this shall not apply to request for information related to claims appeal.

b) The same policies are applied to requests for information from a governmental authority, the courts, or a law enforcement official as from any other outside source.

c) Deliberations at any level of the GSPSRO concerning patients and/or practitioners and institutions which serve as a basis of GSPSRO

decisions shall not be disclosed.

B. Non-Privileged Data and Information - Obtaining Access to GSPSRO Data and Information

Presently, the GSPSRO, according to Transmittal 41, may not release any information, privileged or non-privileged, for any purpose, except to patients, or authorized representatives of patients requesting access to own data, physicians requesting access to own data, facilities requesting access to own data, and for appeals sanctions, deliberations and determinations as outlined in the GSPSRO Confidentiality Maintenance Plan.

Upon issuance of Federal Guidelines which would supercede Transmittal 41, aggregate statistics and other information generated within the GSPSRO, not identifiable to any individual patient or practitioner and not otherwise meeting the definition of "privileged" data, may be disclosed upon request and payment of a fee to cover costs.

Specific requests from parties independent of the GSPSRO program for the generation of non-privileged information for research, evaluation and health planning purposes may be processed, subject to efficient program administration, the approval of the duly-elected Board, and payment of a fee to cover the expense. Reports generated by the GSPSRO for Federal agencies are subject to the disclosure provisions of the Freedom of Information Act.

Non-privileged information uniquely identifiable to a given health care facility may be disclosed upon request and payment of costs. The health care facility will be notified in writing 30 days prior to disclosure to permit review of the information for accuracy and submission of comments to accompany the disclosed information.

1. All persons and organizations using data supplied by the GSPSRO are responsible for handling such data in a manner consistent will all

GSPSRO policies and procedures.

a) Any published findings or reports that result from GSPSRO data should meet the highest attainable standards of error measurement and documentation. Documentation must include sources and lag factors in data if applicable. In keeping with the accepted scientific practice of rechecking and evaluating scientific results, it is recognized that other organizations may wish to use GSPSRO data for purposes of scientific testing and evaluation. This will be permitted, subject to:

(i) The written approval of the GSPSRO Director or his designee or others whom the Board of Directors may designate;

(ii) A written request for such data;

(iii) A written research proposal demonstrating a definite "need to know", and the validity of the proposed study;

(iv) A written agreement stipulating that the use of the data will conform to the policies of the GSPSRO regarding the confidentiality of data.

b) No person or organization who is not an employee of the GSPSRO or one of it's subcontractors, who is duly authorized to have access to confidential data, may have access to the GSPSRO confidential data for purposes of scientific research without the written approval of the GSPSRO Director.

c) When approval is given to a person or organization under any of the GSPSRO policies, the GSPSRO Director or his designee shall insure that such an investigation or experiment is carried out in a manner consistent with the policies of the GSPSRO, to ensure the confidentiality of data. The Director or his designee shall take all reasonable precautions to assure that no data made available for independent analysis

will be used in a way that might reasonably be expected to prejudice any individual's character, qualification, rights, opportunities, or benefits.

2. Applicability of Alcohol and Drug Abuse Confidentiality Regulations to data access;

All access to GSPSRO data which contains information concerning patients receiving treatment for alcohol and drug abuse must be consistant with the requirements of the Alcohol and Drug Abuse Confidentiality Regulations (42 CFR 2, Tab A). Attachment C contains these regulations.

C. Access to Hard Copy

Each access to privileged data and information which requires removal of the data or information outside of a GSPSRO review system component, will be recorded in such a manner as to indicate what material was accessed, purpose, when, by whom, where the material was taken, and when returned. A separate log will indicate the purpose of access, when and by whom. This procedure should also be followed by data processors handling hard copy, and delegated hospitals.

SECTION VI - CODIFICATION OF PERSONAL IDENTIFIERS

The identification of individual patients, health care practitioners, and health care facilities on GSPSRO generated reports, shall be in coded form except for verification purposes. The codes shall be established as follows:

A. GSPSRO Shall Utilize the Following Methodology for Coding Patient Identification:

1. Medicare patient will be coded by their Social Security Number.
2. Medicaid patients will be coded by their Medicaid assigned number and Social Security Number.
3. All others will be coded by their Social Security Number when applicable.
4. If for any reason the above identification numbers are not available or not applicable, GSPSRO will assign a unique number, or in some instances, delete all ID references, when necessary.

B. Health Care Practitioners:

Shall be uniquely coded using the State license number or the Social Security Number of the physician. Social Security Numbers will not be maintained on the record unless it is the only number available, but will be maintained in a cross reference file. An internal number will be assigned if the above numbers are not applicable or available.

C. Health Care Facilities

Identification Numbers will be uniquely coded by the GSPSRO.

SECTION VII - DISCLOSURE

Officers and employees actively participating in the GSPSRO will be authorized access only to that privileged information necessary to perform their function. This policy can be described as the "need to know" concept. "Need to know" disclosures give a person "just enough" information - and no more - to carry out his/her assigned functions. These assigned functions should be compatible and associated with the limited purposes for which the information is collected. All authorized users will participate in the GSPSRO confidentiality training programs. Once training has been completed, authorized users will automatically be granted access to privileged information within "need to know" limits.

Access to, and use of, confidential GSPSRO information should be available to authorized personnel without limitation. Activities of authorized personnel pertaining to confidential data will be performed in a "controlled access area", to which no unauthorized individuals will be permitted entrance. It will not be necessary, therefore, to develop additional logging procedures for authorized accesses to confidential data on the GSPSRO premisses.

The "need to know" concept should be extended beyond the GSPSRO review system when the basic policy is served. For example, patients, physicians and health care providers must have access to their own information which has been incorporated into review files.

Individuals involved in the monitoring process within the review system are authorized access to privileged information in the conduct of their duties, which requires on-site review of information and coding of personal identifiers. In the case of sanction, parties involved must be authorized access to privileged information in order to resolve such matters.

A. Disclosure: Civil Litigation

Subject to regulation governing administrative hearings under Section 205(b) of the Social Security Act, privileged data and information, the Greater Sacramento

PSRO recognizes that PSRO sanction reports and PSRO deliberations will not be subject to subpeona or discovery proceedings in any civil action; nor shall any GSPSRO employee or consultant be subject to subpeona or discovery proceedings for the purpose of disseminating information to the above. In extremely rare instances, a situation may arise in which an individual's rights to privacy may be subordinated to the public interest, and GSPSRO privileged data and information could be withheld against public interest. In the event of the issuance of a subpeona for any confidential information or for any GSPSRO representative to testify concerning any practitioner, institution or recipient, the courts attention will be called, through proper channels, to the Department of Health, Education & Welfare's Confidentiality Policy Provisions against disclosure of information, except that this will not apply to requests for information related to a claims appeal.

The same policies are applied to requests for information from a governmental authority, the courts, or a law enforcement official, as from any other outside source.

Deliberations at any level of the GSPSRO concerning patients and/or practitioners and institutions which serve as a basis for GSPSRO decisions will not be disclosed except to Federal program assessment personnel conducting on-site visits to the PSRO. The record of PSRO deliberations may not be physically removed from and/or made available or transmitted outside the custody of the PSRO.

B. Disclosure: Claims Appeals

In claims appeals, GSPSRO recognizes that disclosure of privileged data or information to other than the claimant or his representative, will be limited to those parties involved in the appeals process. There must also be a written request on file from the patient, releasing the GSPSRO data to the claims appeals board.

C. Disclosure: Sanction Proceedings

Subject to regulations governing administrative hearings under Section 205(b) of the Social Security Act, and provision for judicial review, privileged data and information and sanction reports may be disclosed for purposes of sanction proceedings, but disclosure is limited to physicians or facilities subject to sanction, or their representatives, the appropriate Statewide Council for purposes of review and comment, and the Secretary or his authorized representative, for purposes of review and comment, and the Secretary or his authorized representative for purposes of sanction determinations.

D. Disclosure: Results of Sanction Proceedings

If sanctions are levied on health care practitioners or health care facilities by the Secretary pursuant to Section 1160 (b) (2) of the Social Security Act, the name of the sanction party, the action and the nature of the sanction must be made a matter of public record by the Secretary and the GSPSRO. Copies of the sanction reports may be forwarded to licensing boards. The GSPSRO must notify the practitioner or facility 15 working days prior to disclosure to permit the submission of a statement to accompany the disclosed sanction report.

E. Disclosure: Health Care Facility

Non-privileged PSRO data and information concerning an individual health care facility may be disclosed to that facility.

F. Disclosure: Non-Privileged Information

Non-privileged PSRO data and information may be disclosed to State or Federal agencies which are authorized by the Secretary of Health, Education & Welfare to monitor the activities of the PSRO.

G. Disclosure: Norms, Criteria and Standards

The norms, criteria and standards used by the GSPSRO are available for

examination upon receipt of written request. This request should be addressed to the Executive Director and must indicate the reason for the request. Upon approval of the request, an appointment will be made and the norms, criteria and standards made available to the requestor.

H. Non-Disclosure of Privileged Data and Information

Privileged data and information provided to physicians and hospitals in the GSPSRO review system, including delegated and non-delegated hospitals, Medicaid agencies,Medicare Intermediaries, and data subcontractors, to fulfill their respective duties and functions in carrying out the purposes of this pact, must not be disclosed to any other person or organization.

I. Disclosure: Monitoring, Review and Evaluation

For purposes of Federal and State program monitoring, review, and evaluation, privileged PSRO data and information may only be accessed by on-site visits to the PSRO, to delegated hospitals or to data subcontractors were the privileged data and/or information is stored. Privileged information or data may not be physically removed and/or transmitted outside the GSPSRO review system, except for the purpose of appeals, sanctions, or to provide the Uniform Hospital Discharge Data Set to the State Medicaid agencies. All privileged information and data needed for monitoring and program review purposes must contain personal identification in a coded form.

G. Freedom of Information Act

Reports generated by the GSPSRO containing information required by Federal agencies in their monitoring and program review capacity are considered to come under the Freedom of Information Act and once received by the Department of Health, Education & Welfare, are subject to it's disclosure provisions.

K. Disclosure: Other

Disclosure or access to privileged data and information of the GSPSRO other than

that described in this policy, must be referred to the Secretary of Health, Education & Welfare.

SECTION VIII - LIMITATIONS ON GSPSRO DATA COLLECTION, ACCESS AND THE ESTABLISHMENT OF A NATIONAL DATA BASE

A. Data Collection

In order to protect the unnecessary release of GSPSRO data and information, the Greater Sacramento PSRO or any agent, organization or institution acting on it's behalf as a collector, processor and/or reviewer of information, shall limit the collection of any personal GSPSRO data and information for the purposes of GSPSRO review and/or evaluation, to that data which is absolutely essential to GSPSRO activities. Any additional information to the above for the purposes of review and/or evaluation will not be collected by anyone within the GSPSRO and/or it's agents without prior written consent of the GSPSRO.

The following components will be collected by review of hospital records for each patient falling under review by the GSPSRO system:

Patient's Date of Birth
Patient's Sex
Patient's Race
Patient's Zip Code
Hospital ID Number
Admission Hour and Date
Discharge Date
Diagnoses (6)
Procedures (4)
Disposition of Patient
Principal Source of Payment
Attending Physician
Operating Physician
Patient's Name
Medical Record Number
Social Security Number
Medicare, Medicaid or MCH Number
County
Type of Admission
Admitting Service
Admission Review - LOS Indicator
Admission Certification Process Indicator
Date of Admission Review
Number of Days Assigned at Admission
Review Coordinator ID Number
Physician Advisor ID Number
Reason Code (Denial)

Reason Modifier (Appeals)
Extension Review Coordinator ID Number
Extension Review Physician Advisor ID Number

B. Access

Data access will occur on a "need to know" basis. Staff access and use of privileged information will be done with maximum emphasis placed on confidentiality of procedures.

Only specifically identified reviewers and staff will be authorized to review medical data. No medical records, copies of such records or other data will be removed from the GSPSRO offices without the express written permission of the GSPSRO Director or his agent. No patient or physician will be granted access except under the provisions outlined in Section V. No person or organization who is not an employee or subcontractor of the GSPSRO is authorized to have access to confidential data for scientific research purposes without the written permission of the Director and a demonstrated "need to know". If access is granted, the Director or his designee will insure that the research project is carried out in a manner consistant with the confidentiality procedures of the GSPSRO.

Individual officers, consultants and employees of the GSPSRO review system and employees of delegated hospital, will not be authorized access to privileged GSPSRO data and information until that individual:

1. Has completed a training program in the handling of such data and information pursuant to "Training Requirements" outlined below; and
   a) the individual recognizes his responsibility to hold the data in confidence; and
   b) is aware of the legal penalties which may be accessed for unauthorized disclosure of such data and information (i.e., fined not more than $1,000 and/or imprisoned not more than six months- see Exhibit 2.)

C. Establishment of a National Data Base

The Greater Sacramento PSRO and it's data collection agency will agree to a policy that no identifiable information will be transmitted outside the GSPSRO for any reason without prior GSPSRO and DHEW approval. These procedures will also be followed by all GSPSRO contractors, subcontractors and delegated hospitals.

SECTION IX - DOCUMENT HANDLING

A. Marking-

All review related documents will be marked in a manner insuring that a person handling this information understands that the information must be treated in confidence. The standard marking to identify documents involved in the GSPSRO Program will be "GSPSRO CONFIDENTIAL", to be displayed in a prominent position on all documents involved.

1. Manually produced documents should be identified by the use of "GSPSRO CONFIDENTIAL" rubber stamp displayed on the front and back covers of permanently bound documents. On unbound documents, this marking will appear on each page.
2. Computer related output, i.e., printouts, teletype, etc., will be identified by the "GSPSRO CONFIDENTIAL" legend in upper case letters standard to hardware involved. This marking will appear at the top and bottom of each page of computer output, as well as on the cover and ending pages. These markings will be spaced from the main text of the output so that their appearance is prominent.
3. CRT displays - The "GSPSRO CONFIDENTIAL" marking will appear attached to the hardware or on the screen in upper case letters so as to bring attention to the marking.
4. Punched Cards - Punched cards containing confidential GSPSRO information will be preprinted, or stamped preferably in red so that the legend "GSPSRO CONFIDENTIAL" is prominent and in eye-readable form. In situations where it is impractical to use the preprinted cards, the lead card of each deck will be prominently marked "GSPSRO CONFIDENTIAL". In addition, the lead card will be punched to reflect that the deck is "GSPSRO CONFIDENTIAL".

5. Magnetic Tapes and Disc Packs - Reels of magnetic tapes and the hubs and covers of disc packs containing review information will be marked with a label bearing the legend "GSPSRO CONFIDENTIAL". In addition, the recorded information will be internally identified as to it's sensitivity.

6. Film and Mircofiche - The containers of computer produced film will be labeled "GSPSRO CONFIDENTIAL", as will each individual frame when developed. Where this is not feasible, the microfilm reader should be marked.

7. Paper Tapes - Paper tapes will be marked in eye-readable form at the beginning and end of the tape with the legend "GSPSRO CONFIDENTIAL".

8. Computer files in core and on disc, drum, etc., will be internally identified as containing "GSPSRO CONFIDENTIAL" information.

B. Document Accountability

1. The originator of peer review documents will maintain a manual or automated log identifying the documents in a positive manner; that is, by date, author, title, doctor, health facility, patient's name, etc. For cross-referencing purposes, documents containing an accumulation of data that concerns more than one doctor, patient, facility, etc., will be identified by the name of the connected facility, originating data and assigned a distinct identifying number. This will apply to all types of documentation listed above, with the exception of internal computer files.

2. Receipt of all categories of GSPSRO confidential information (in both manual and automated form) will be entered in a log, and identified in the manner described above, immediately upon arrival at the GSPSRO and/ or any component of the review system.

3. Conveyance of all categories of GSPSRO confidential information (in

manual or automated form) outside the premises of the GSPSRO, or any component of the review system, will be registered in a log identified in the manner described above.

4. No special logging procedures will be established for internal accesses to and uses of GSPSRO confidential information by authorized personnel.
5. All hard copy transmittals should be by registered mail. The person transmitting will use a log to record the sending transaction; that is, to whom, address, date, registered mail number and document number, where applicable.
6. The person receiving will account for the transmission and document it's receipt. He will log in the documents in the same manner as the originator and record the transmittal action. In addition, when the information has served it's purpose, he should return it to the sender or destroy it and notify the sender. The registered mail number will be logged by the receiver in the same manner as the sender.

C. Storage

The best method of insuring the safeguarding of document containing GSPSRO CONFIDENTIAL information is by personal attendance. When personal attendance is not possible, review documents will be secured in a safe file which must be of a type approved by the General Services Administration (GSA) and will have at least a forty-five (45) minute fire rating. Information on GSA approved safe files may be found in the GSA Catalogue available to each PSRO.

D. Destruction

1. When no longer of use, hard copy documents will be destroyed by shredding, burning, macerating, pulping, or by any other method that assures complete destruction of the GSPSRO CONFIDENTIAL information. When this occurs, the originator will be notified of the destruction where applicable.
2. Recorded surfaces, such as magnectic tape, drum, disc. etc., will be

sufficiently overwritten to assure complete destruction and non-recoverability of recorded information, or

3. Degaussed with equipment sufficiently powerful to ensure destruction.
4. Magnetic core storage should be cleared electronically to ensure that the information cannot be recovered.

E. Physical Security

1. Access Controls - All facilities handling GSPSRO CONFIDENTIAL information will establish controls to limit access only to personnel whose duties require admittance.
   a) Physical barriers will be installed to prevent direct access from public space.
   b) Access to areas containing confidential information will be controlled administratively by personnel involved in the GSPSRO system.
   c) Within the controlled access area, to which only personnel authorized to use GSPSRO CONFIDENTIAL information will be permitted entrance, data need not be secured under lock and key each time an employee working with the information steps away from his/her desk. The controlled access area is to be locked at all times that the area is unattended, for example, during non-business hours or at times when the entire staff is convened elsewhere. When the entire controlled access area is locked, it is not necessary for confidential GSPSRO information within the access area to be further secured in locked desks or cabinets.
2. Fire Protection
   a) Use of local building codes must be observed.
   b) Manufacturer's recommendation on the fire protection of individual hardware must be followed.

F. Communications Security

1. The optimum way to transmit GSPSRO CONFIDENTIAL information from one authorized person to another is to hand carry the information. When this is not possible, and the postal service must be used, all transactions must be documented in a transmittal log.
2. When hand carried or registered mail is used, all transactions will be recorded. This record will show the title and the author of the information transmitted, the date of the transaction, and the addressee. It will also show the registered mail number of all mail transactions.
3. Automatic transmission methods, such as remote typewriter terminal, to a GSPSRO computer facility, will be utilized only with the use of access codes and authentication procedures in accordance with the National Bureau of Standards of DHEW Standards.

G. Electronic Data Processing and Automated Data Processing (EDP/ADP) Security

Data processing subcontractors will establish hardware and software security measures designed to protect GSPSRO CONFIDENTIAL information processed or produced in EDP systems. The following protective measures will be included:

1. The EDP center should be structured as a separate security area with access controls designed to allow the presence of authorized personnel only within the center. Remote terminals will also be similarly protected to allow physical access to authorized personnel only.
2. GSPSRO CONFIDENTIAL information will be mechanically or electronically transmitted from remote locations only in coded form and the information transmitted will be identified as "GSPSRO CONFIDENTIAL".
3. In-time sharing systems file protection will be provided by administration of a user's access code system and post-processing purge as well as an alarm system to computer operators for any improper or unauthorized access attempts.

4. Batch processing: Internal file destruction will be provided after each run. Files stored in core should be subject to access control via special user codes and accepted internal control procedures.
5. Appropriate audit trails should be established to monitor all review activity.

SECTION X - RESPONSIBILITIES OF DELEGATED AND NON-DELEGATED HOSPITALS

A. Non-Delegated Hospitals

Confidentiality procedures outlined herein hold for all GSPSRO information and personnel. GSPSRO information will continue to be collected by GSPSRO Nurse Coordinators.

B. Delegated Hospitals

Delegated hospitals must meet the confidentiality standards of the GSPSRO. Those hospitals requesting delegation will be scrutinized for compliance, and notified where discrepancies are found. Before delegation is granted, the GSPSRO must be satisfied that the confidentiality of all GSPSRO information on Title V, XVIII and XIX patients and their physicians will be respected and maintained according to Federal requirements.

Since it is possible that several categories of individuals, who are employed by the delegated hospitals and not by the GSPSRO, will have access to patients' medical charts for purposes pertaining to, or in the course of professional medical review; assurances will be provided that such employees of delegated hospitals who are involved in GSPSRO review activities will abide by GSPSRO confidentiality requirements. A written agreement to that effect between the hospital and the GSPSRO will be required by the GSPSRO, and specified in the Memorandum of Understanding (M.O.U.) with each delegated hospital.

No GSPSRO generated computerized data concerning those patients covered by Title V, XVIII, or XIX may be released from a delegated hospital without written permission of the GSPSRO.. Special reference is made to requirements for Document Handling in the GSPSRO Confidentiality Maintenance Plan. The name and title of the person immediately responsible for GSPSRO data within each hospital must be submitted to the GSPSRO. This individual will be responsible for maintaining confidential procedures involving the abstraction

and processing of GSPSRO data.

C. Long Term Care Facilities

Medical Care Evaluation Studies conducted in Long Term Care Facilities are subject to the same confidentiality procedures as outlined in this Confidentiality Maintenance Plan. All privileged and non-privileged information, access procedures, release of facility specific information, and release of aggregate studies information obtained from and for Long Term Care Facilities, in the course of patient care review for MCE Studies, will be maintained in accordance with all regulations herein.

All facility personnel involved in MCE Studies will be required to sign a confidentiality statement outlining their responsibilities in protection of MCE Studies data as privileged information (Exhibit 2). Each facility will be asked to sign a release allowing their facility specific information to be incorporated in MCE Studies as a separate unit within the study and as a part of aggregate, area-wide study results. This release will allow other Long Term Care Facilities to examine facility specific information contained within these studies without further permission for access. Facility specific information within all MCE Studies will be uniquely coded to protect the identity of each facility.

SECTION XI - PURGING COMPUTER FILES AND HARD COPY

A. Computer Files

Computer files may be maintained indefinitely. However, GSPSRO will purge such files of all personal identifiers as soon as such identifiers are no longer necessary for purposes of review, appeals, program monitoring and program evaluating.

The GSPSRO will be responsible for the purging of the computer files. Unless otherwise authorized, computer files will be purged of all personal identifiers every four (4) years.

The purgation procedures shall be as follows:

1. No act of purgation of computer files will be committed without prior written request and authorization by the Executive Director of the GSPSRO.
2. A formal written order will be submitted to the GSPSRO's computer data collection agency stating the specific records to be purged.
3. A receipt of proof of purge from the data collection agency will be submitted to the GSPSRO.
4. The GSPSRO will maintain a record (in locked files) of every purge of computer files as to the:
   a) Date of request.
   b) Date of authorization.
   c) Specific type of data purged.
   d) Date of order of purge to data collection agency.
   e) Date of proof of purge from data collection agency.

B. Hard Copy

Privileged information maintained in hard copy will be purged when that information has served the specific purpose for which it was generated. The Greater Sacramento PSRO will, upon written authorization of it's

Executive Director, be responsible for the purgation of all hard copy and edited, obsolete or depleted stored data, the GSPSRO will keep a record of the date of request, the date of authorization and the specific type of hard copy purged. This record will be kept in a locked file. Upon written authorization, all hard copy will be destroyed by a paper shredding machine, or other suitable device that sufficiently destroys all individual identifiers.

SECTION XII- RESPONSIBILITY FOR CONFIDENTIALITY VESTED IN A SINGLE INDIVIDUAL

The Greater Sacramento PSRO has established that the Manager of the Technical Supprt Services Dept will be responsible for maintaining GSPSRO's policy for confidentiality and for the notification to the Department of Health, Education & Welfare of any breaches of confidentiality within the review system.

This person will review all GSPSRO activities and deliberations periodically to ensure that GSPSRO procedures for maintaining confidentiality are stictly observed. If and when necessary, this person will, upon written notice and authorization by the GSPSRO Director, amend policy procedures to ensure continued protection of patient, provider and practitioner confidentiality. The following are specific duties of this individual:

1. Assure that GSPSRO confidentiality and security measures are established.
2. Guide preparation of the Confidentiality Maintenance Plan which must address in detail each aspect of security.
3. Report to the Department of Health, Education & Welfare, or other designated agency, any unauthorized attempts to violate the provisions of the confidentiality and security guidelines.
4. Maintain a record of all individuals within his organization who are authorized access to GSPSRO CONFIDENTIAL information.
5. Maintain a record of all authorized disclosure to non-PSRO units of review information under his control.
6. Ensure that no changes are made in any security measure without his knowledge.
7. Maintain complete control of the disclosure policies to ensure that access to GSPSRO CONFIDENTIAL information is consistent with the "need to know" concept.

All supporting components of the GSPSRO Review System will be notified of the designation of the GSPSRO Confidentiality Officer. The individual's name, business address, telephone number, as well as a statement that responsibility for the confidentiality of GSPSRO data and information resides in the Confidentiality Officer.

In addition to the specific duties listed above, the Confidentiality Officer's interactions with GSPSRO Review System components will consist of:

1) Preparation and distribution of a report (at least annually) describing the volume of records and perceived trends in disclosures and users of GSPSRO data. (For instance: What categories of people or providers make most frequent requests for access? How many records were contested? How many claims appeals were filed? What improvements were made in physicial security? What training programs were conducted, and what further training should be introduced?)
2) Distribution (and comment, if appropriate) of updated DHEW confidentiality directives.
3) Act as mediator for any grievances (from individuals or institutions whose records are contained in the GSPSRO data system, or by authorized users of GSPSRO information in the GSPSRO or the supporting components) related to confidentiality.
4) Receiving reports (of investigation and/or confirmation) of unauthorized disclosures of GSPSRO data and information from all components of the review system. Be informed of disciplinary action taken for unauthorized disclosure.
5) The office of the Confidentiality Officer will be headquarters for the training staff and materials regarding confidentiality of GSPSRO data and information.

6) Conduct periodic meetings of representatives of all components of the GSPSRO Review System (at least semi-annually) to apprise the group as a whole of national PSRO confidentiality developments, and to air and answer policy and procedural questions from all components. The intent here is to perceive and work to correct any weakness or mismanagement in the confidentiality framework as it has been operationalized by and among the GSPSRO and it's supporting components.

7) Receive and review (annually) description of how data are coded, protected, and how and when data are purged, by each component of the GSPSRO Review System.

8) The designation of Confidentiality Officer will be rescinded if the above duties are not carried out as determined by the Executive Director of the GSPSRO.

SECTION XIII - TRAINING REQUIREMENTS

It is the responsibility of the GSPSRO to provide an ongoing program of training in the handling of GSPSRO privileged information for those officers and employees of the GSPSRO Review System components authorized to handle such data, including delegated hospitals. The Greater Sacramento PSRO has established the following training guidelines for handling GSPSRO privileged information:

A. Each employee, as part of the GSPSRO Training Program, will receive explicit instructions on the maintenance of confidentiality of data. Any employee who knowingly discloses GSPSRO information or allows unauthorized access to information will be subject to the disciplinary procedures outlined in the "Statement of Confidentiality of GSPSRO Data and Information". (Exhibit ?)

B. Training guidelines will be reviewed and updated annually by the GSPSRO Confidentiality Officer.

C. Annual re-orientation of each specific job level will be conducted by the GSPSRO Confidentiality Officer, to ensure that maintenance of confidentiality is being performed.

D. Periodic GSPSRO staff meetings will be held to ensure general standards on confidentiality and changes therein are fully understood.

POLICY STATEMENTS

1. Notification to Public

The PSRO must establish and implement a procedure for public notification of the existence, scope and purposes of PSRO data system.

2. Notification to Patients, Practitioners, and Providers

The PSRO must establish and implement procedures to inform individual patients, health care practitioners and health care facilities on whom PSRO data and information has been or is being collected as to:

a. the name, title and address of the person immediately responsible for the PSRO data system
b. those who will have access to the file
c. the circumstances under which and the purposes for which PSRO data and information will be disclosed

The procedures for notification should be administratively efficient, but provide at a minimum for general notification of the above.

3. Obtaining Access to own PSRO Data and Information

Subject to restrictions on disclosure of PSRO deliberations (see #19), patients, health care practitioners and health care facilities must be allowed access, upon request, to their individual PSRO data and information for purposes of ascertaining the accuracy of that data and information. The PSRO must establish and implement procedures to verify the accuracy of the data and information; the data and

information to be accessed shall not be physically removed and/or transmitted outside of the PSRO.

4. Patient Access: Special Procedures

When a patient requests access to PSRO data and information under paragraph 3 above, the physicians of record must be notified in writing at least ten working days prior to patient access. The patient will not require physician authorization to access his individual PSRO data and information nor can the physician prevent patient access to the data and information. However, if upon receiving notification of intended patient access, a physician of record objects to the release of such information without clarification, he or his designee may be present when the patient accesses his individual file to make such clarification.

5. Limitation on Data Collection

The PSRO or any agent, organization or institution acting on its behalf as a collector, processor and/or reviewer of information must limit the collection of PSRO data and information to that necessary for the purposes of PSRO review and/or evaluation.

6. Limitation on Data Access

Each component of the PSRO review system will have access only to that PSRO information and data necessary to carry out its functions within the system.

7. Limitations on Establishment of a National PSRO Data Base

Privileged data and information shall not be stored in a manner which constitutes creation of a national PSRO data base.

8. Codification of Personal Identifiers

Identification of individual patients, health care practitioners and health care facilities on PSRO generated reports and forms must be in a coded form except for verification purposes as provided for in paragraph 3 above. Index files containing cross reference of codes to names of patients, practitioners and facilities will be maintained in a secure manner within the PSRO review system.

9. Purgation: Computer Files

Computer files may be maintained indefinitely; however, each PSRO must purge such files of all personal identifiers as soon as such identifiers are no longer necessary (guidelines recommending time periods will be developed) for purposes of review, appeals, program monitoring and program evaluation.

10. Purgation of Hard Copy

Privileged information maintained in hard copy must be purged when that information has served the specific purpose for which it was generated.

11. Responsibility for Confidentiality Vested in a Single Individual

A single individual within the PSRO must be assigned the responsibility for maintaining the confidentiality of PSRO data within the PSRO review system and for the notification to DHEW of any breaches of confidentiality within the review system. A plan for implementing this responsibility will be submitted to DHEW for approval.

12. Responsibility of Officers and Employees

All officers and employees of the PSRO and components of the PSRO review system must be made aware of their responsibility to maintain the confidentiality of PSRO data and information and of the legal penalties which may be assessed for unauthorized disclosure of PSRO data or information (i.e., fined not more than $1,000 and/or imprisoned not more than six months, under section 1166(b) of the Social Security Act).

13. Authorized Access: Requirements

An individual officer or employee of a component of the PSRO review system may not be authroized access to privileged PSRO data and information until that individual:

a. Has completed a training program in the handling of such data and information pursuant to paragraph 14 below; and

b. Has signed a statement indicating that: (1) the individual recognizes his responsibility to hold the data in confidence, and (2) is aware of the legal penalties which may be accessed for unauthorized disclosure of such data and information (i.e., fined not more than $1,000 and/or imprisoned not more than six months).

14. Training Requirements

It is the responsibility of the PSRO to provide an ongoing program of training in the handling of PSRO privileged information for those officers and employees of PSRO review system components authorized to handle such data.

15. Access to Hard Copy

Each access to privileged data and information which requires removal of the data or information outside of a PSRO review system component, must be recorded in such a manner as to indicate what material was accessed, purpose, when, by whom, where the material was taken, and when returned. A separate log shall be kept recording access to the index code file (see paragraph 8). This log shall indicate the purpose of access, when, and by whom.

16. Disclosure: Licensing Boards

Copies of sanction reports forwarded to the Secretary of DHEW under Section 1157 of the Social Security Act may at the same time be forwarded to state licensing boards. However, the practitioner or facility must be notified in writing at least 15 working days prior to disclosure to permit the submission of a statement to accompany the disclosed sanction report. If the licensing board has been forwarded a copy of a sanction report, the PSRO shall inform the licensing board of the DHEW determination within a reasonable time after determination is made.

17. Disclosure: Civil litigation

Subject to regulations governing administrative hearings under section 205(b) of the Social Security Act, privileged data and information, PSRO sanction reports and PSRO deliberations shall not be subject to subpoena or discovery proceedings in any civil action; nor shall any PSRO member, employee or consultant be subject to subpoena or discovery proceedings for the purpose of obtaining information relating to the above.

18. Disclosure: Claims Appeals

In claims appeals disclosure of privileged data or information to other than the claimant or his representative must be limited to those parties involved in the appeals process.

19. Disclosure: PSRO Deliberations

PSRO deliberations concerning patients, practitioners and facilities which serve as a basis of PSRO decisions shall not be disclosed outside the PSRO.

20. Disclosure: Sanction Proceedings

Subject to regulations governing administrative hearings under section 205(b) of the Social Security Act, and provisions for judicial review, privileged data and information and sanction reports may be disclosed for purposes of sanction proceedings, but disclosure is limited to physicians or facilities subject to sanction or their representatives, the appropriate Statewide Council for purposes of review and comment, and the Secretary or his authorized representatives for purposes of sanction determinations.

21. Disclosure: Results of Sanction Proceedings

If sanctions are levied on health care practitioners or health care providers by the Secretary pursuant to Section 1160 (b)(2), the name of the sanctioned party, the action taken and the nature of the sanction must be made a matter of public record by both the Secretary and the PSRO.

22. Disclosure: Monitoring, Review and Evaluation

For purposes of Federal and State program monitoring, review, and evaluation, privileged data and information may only be accessed by on-site visits to the PSRO or the other components of the PSRO review system in which the privileged data and/or information is stored. Privileged information or data may not be physically removed and/or transmitted outside of the PSRO review system except for the purpose of appeals or sanctions. Pursuant to paragraph #8 all privileged information and data needed for monitoring and program review purposes must contain all personal identification in a coded form.

23. Disclosure: Health Care Facility Information

Non-privileged data and information acquired and/or generated by any PSRO, its agents or ancillary components supporting PSRO review which is uniquely identifiable to a given health care facility may be disclosed upon request and payment of a fee to cover the expense of copying the requested information. However, the health care facility must be notified in writing 30 days prior to disclosure to permit the facility to review the information for accuracy and to provide comments to accompany the disclosed information.

24. Disclosure: Non-Privileged Information

Non-privileged information and reports generated within the PSRO may be disclosed to individuals, organizations and institutions upon request and payment of a fee to cover the expense of copying the requested information.

25. Specific Requests for the Generation of Non-Privileged Information

Specific requests for the generation of non-privileged information for research, evaluation and health planning purposes to be conducted by parties independent of the PSRO program will be processed on request and payment of a fee to cover the expense of producing the requested information subject to efficient program administration.

26. Freedom of Information Act

Reports generated by the PSRO containing information required by Federal agencies in their monitoring and program review capacity are considered to come under the Freedom of Information Act and once received by DHEW are subject to its disclosure provisions.

27. Disclosure: Other

Disclosure or access other than that described in this policy must be referred to the Secretary of HEW.

ATTACHMENT B

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

HEALTH SERVICES ADMINISTRATION

BUREAU OF QUALITY ASSURANCE

Date: OCT 6 1976

PSRO TRANSMITTAL NO: 41

TO : Planning and Conditional PSROs and Support Center Organizations; PHS Regional PSRO Consultants

FROM : Director, Bureau of Quality Assurance

SUBJECT : Revisions and Addenda to Transmittal No. 16 - Effective Upon Issuance

Due to a recent reexamination of the PSRO statute, we have concluded that certain aspects of Transmittal #16 must be temporarily modified pending the promulgation of regulations on the confidentiality of PSRO data and information. The modifications affect the disclosure of data for certain purposes. These temporary changes do not reflect a change in the Department's position with regard to the confidentiality and disclosure of PSRO data and information as defined in Transmittal #16. They only reflect the need to include such disclosure policies in regulations prior to their implementation by PSRO. Section 1166(a)(1) of Title XI or the Social Security Act provides for the use and disclosure of PSRO data and information as "necessary to carry out the purposes of this part" (Part B of Title XI - the PSRO statute). Section 1151 of the PSRO statute reads:

> "...it is the purpose of this part to assure, through the application of suitable procedures of professional standards review, that the services for which payment may be made under the Social Security Act will conform to appropriate professional standards for the provision of health care and that payment for such services will be made--
>
> > "(1) only when, and to the extent medically necessary, as determined in the exercise of reasonable limits of professional discretion; and
> > "(2) in the case of services provided by a hospital or other health care facility on an inpatient basis, only when and for such period as such services cannot, consistent with professionally recognized health care standards

Subject References: Transmittal No. 16

Addressees of Previous Transmittal: Same as above

effectively be provided on an outpatient basis or more economically in an inpatient health care facility of a different type, as determined in the exercise of reasonable limits of professional discretion."

To accomplish this purpose, data and information must be available to assure that health care services conform to appropriate professional standards of care, to assure that the review is effectively conducted and to communicate PSRO decisions to the payors. Disclosure of PSRO data and information for other purposes is permissible only as provided for in regulations issued by the Secretary. Therefore, selected portions of Transmittal #16, which consists of specifications for the development of regulations outlining departmental policy regarding the confidentiality of PSRO data and information (including disclosure requirements), must be temporarily revised. It should be noted that the modifications relate only to those aspects of Transmittal #16 requiring regulations prior to disclosure for other than PSRO purposes. Policy Statement Nos. 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 20, 21, 26 and 27 are not revised but remain as given in Transmittal #16.

The following revisions to Transmittal #16 are effective upon issuance of this document (Transmittal No. 41).

1. Policy Statement #3 is replaced by the following:

   3. Physician and Facility Access to Own PSRO Data and Information

      Subject to restrictions on disclosure of PSRO deliberations (see Policy Statement #19) health care practitioners and health care facilities must be allowed access to, and receive copies of, their individual PSRO data and information, upon request, for the purposes of fulfilling statutory obligations under Section 1160 of the Social Security Act and to verify the accuracy of the data and information.

2. Policy Statement #4 is replaced by the following:

   4. Patient Access to Own PSRO Data and Information

      Subject to restrictions on disclosure of PSRO deliberations (see Policy Statement #19) patients must be allowed access, upon request, to their individual PSRO data and information for purposes

of ascertaining the accuracy of that data and information and thereby providing a mechanism for improving the reliability of the PSRO data and information utilized in the review process. The PSRO must establish and implement procedures to verify the accuracy of the data and information: the data and information to be accessed shall not be physically removed and/or transmitted outside of the PSRO. When a patient requests access to PSRO data and information, the physicians of record must be notified in writing at least ten working days prior to patient access. The patient will not be required to obtain physician authorization to access his individual PSRO data and information nor can the physician prevent patient access to the data and information. However, if upon receiving notification of intended patient access, a physician of record objects to the release of such information without clarification, he or his designee may be present when the patient accesses his individual file to make such clarification.

3. Policy Statement #16, Disclosure: Licensing Boards, is temporarily withdrawn until regulations are published.

4. Policy Statement #23, Disclosure: Health Care Facility Information
Policy Statement #24, Disclosure: Nonprivileged Information
Policy Statement #25, Disclosure: Specific Requests for the Generation of Nonprivileged Information are temporarily withdrawn until regulations are published and are replaced by the following:

Policy Statement #23, Disclosure: Nonprivileged Data for Monitoring Purposes: "Nonprivileged PSRO data and information may be disclosed to State or Federal agencies which are authorized by the Secretary of Health, Education, and Welfare to monitor the activities of PSROs."

Policy Statement #24, Disclosure: Health Care Facility Information: "Nonprivileged PSRO data and information concerning an individual health care facility may be disclosed to that facility."

Policy Statement #25, Disclosure: PSRO Norms, Criteria and Standards: "PSRO norms, criteria and standards shall be made available to any person who requests such information."

Those aspects of PSRO confidentiality plans related to the withdrawn statements should be temporarily revised by the PSRO until regulations are finalized. PSROs should not release any data or information except as necessary for the purposes of this part until authorized by regulations.

In addition to these revisions resulting from a reexamination of the legislation, experience with the confidentiality policy contained in Transmittal #16 indicates a need for further modification of certain aspects of the policy. The modifications are in italics.

1. Policy Statement #19, Disclosure: PSRO Deliberations, is modified to read: "PSRO deliberations concerning patients, practitioners and facilities which serve as a basis of PSRO decisions shall not be disclosed outside the PSRO *except to Federal program assessment personnel conducting on-site visits to the PSRO. The record of PSRO deliberations may not be physically removed from and/or made available or transmitted outside the custody of the PSRO.*"

2. Policy Statement #22, Disclosure: Monitoring, Review and Evaluation is modified to read: "For purposes of Federal and State program monitoring, review, and evaluation, privileged PSRO data and information may only be accessed by on-site visits to the PSRO, *to delegated hospitals or to data subcontractors* where the privileged data and/or information is stored. Privileged information or data may not be physically removed and/or transmitted outside of the PSRO review system except for the purpose of appeals, sanctions, *or to provide the Uniform Hospital Discharge Data Set to State Medicaid agencies.* Pursuant to paragraph #8, all privileged information and data needed for monitoring and program review purposes must contain all personal identification in a coded form."

3. *Policy Statement #28 (new): Non-disclosure of Privileged Data and Information to Third Parties: Privileged data and information provided to physicians and hospitals in the PSRO review system (including non-delegated hospitals); Medicaid State agencies; Medicare Intermediaries; and data subcontractors to fulfill their respective duties and functions in carrying out the purposes of this part must not be disclosed to any other person or organization.*

PSRO confidentiality plans should be modified as necessary to reflect these additional changes.

Please contact your Project Officer if you have questions regarding these modifications or would like assistance with specific disclosure requests. We would appreciate your comments on these revisions and other aspects of Transmittal No. 16 which may be of assistance in preparing regulations on the confidentiality of PSRO data and information.

Michael J. Goran, M.D.

Attachment C

amination or copying at such place as may be designated by him.

[21 FR 9805, Dec. 12, 1956, as amended at 38 FR 34118, Dec. 11, 1973]

§ 1.105 Disclosure to officers and employees of the Service.

No provision of this part shall be deemed to forbid any officer or employee of the Service to disclose any information to any other officer or employee of the Service in the course of official business.

§ 1.106 Response to subpoena or other compulsory process.

If any officer or employee of the Service is sought to be required, by subpoena or other compulsory process, to produce records of the Service or to disclose any information described in § 1.102 or § 1.103, he shall respond, call attention to the provisions of this part, and respectfully decline to produce records or disclose information inconsistent with such provisions: *Provided*, That where a patient (or, in the case of a deceased patient, his next of kin or an authorized representative of his estate) is a party to litigation or other proceedings in which any other person or party seeks to require the production of records of the Service or the disclosure of information described in § 1.102 before a court, agency or other body described in § 1.104, the patient (or, in the case of a deceased patient, his next of kin or an authorized representative of his estate) or his attorney shall be notified promptly, by mail or other reasonable means at his last address known to the Service, of the demand for the records or information and the officer or employee shall respond to the compulsory process in accordance with its terms, without prejudice, however, to any claim of the patient or his representative to the protection against the disclosure of clinical information set forth in the proviso to § 1.104.

[21 F.R. 9806, Dec. 12, 1956. Redesignated at 25 F.R. 12292, Dec. 1, 1960]

§ 1.107 Limitations on release of records.

(a) Records of the Service containing information described or referred to in § 1.102 or § 1.103 shall not be released to or deposited with anyone not an authorized officer or employee of the Service except: (1) As may be temporarily necessary for purposes of examination or copying; (2) for purposes of storage at General Services Administration Federal Records Centers under conditions assuring the continuation of the limitations on disclosure set forth in this part: *Provided*, That release or disclosure of records so stored shall be made by the Federal Records Centers only to authorized officers or employees of the Public Health Service.

(b) Where official records of the Service other than X-rays are produced in accordance with subpoena or other compulsory process, their release to or deposit with anyone not an officer or employee of the Service is prohibited except as may be temporarily necessary for the purpose of examination during sessions of the court, body, agency, or other authority before which such records are produced or unless release or deposit is otherwise authorized by the Surgeon General.

(c) When the production of official records of the Service in response to a subpoena or other compulsory process is authorized by § 1.106, arrangements shall be made for the procurement of certified copies if so requested by a party litigant. Except when the United States is the requesting party, such copies shall be made at the expense of the requesting party. The records may be released for copying for this purpose in accordance with paragraph (a) of this section.

(d) The Chief, Medical Records Library Service at any hospital or station, or any other officer or employee of the Service designated as local custodian of the records by the Medical Officer in Charge of a hospital or station is authorized to certify copies of records. No fee shall be charged for such certification.

(Sec. 501, 65 Stat. 290; 31 U.S.C. 483a) [25 F.R. 12292, Dec. 1, 1960]

§ 1.108 Relation to other provisions of law.

The provisions of this part are in addition to other applicable provisions of law or regulation and shall not be deemed to authorize or compel disclosure of information inconsistently with such other provisions

[21 FR 9805, Dec. 12, 1956. Redesignated at 25 FR 12292, Dec. 1, 1960]

PART 2—CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE PATIENT RECORDS

Subpart A—Introductory Statement

Sec.
2.1 Statutory authority—drug abuse.
2.2 Statutory authority—alcohol abuse.

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Sec.
2.3 Previous regulations as controlling authority.
2.4 General purposes.
2.5 Format.
2.6 Administration and enforcement in general.
2.7 Reports of violations.

Subpart B—General Provisions

2.11 Definitions and usages—rules.
2.11-1 Definitions and usages—basis and purpose.
2.12 Applicability—rules.
2.12-1 Applicability—basis and purpose.
2.13 General rules regarding confidentiality—rules.
2.13-1 General rules regarding confidentiality—basis and purpose.
2.14 Penalty for violations—rules.
2.14-1 Penalty for violations—basis and purpose.
2.15 Minor patients—rules.
2.15-1 Minor patients—basis and purpose.
2.16 Incompetent and deceased patients—rules.
2.16-1 Incompetent and deceased patients—basis and purpose.
2.17 Security precautions—rules.
2.17-1 Security precautions—basis and purpose.
2.18 Extent of disclosure—rules.
2.18-1 Extent of disclosure—basis and purpose.
2.19 Undercover agents and informants—rules.
2.19-1 Undercover agents and informants—basis and purpose.
2.20 Identification cards—rules.
2.20-1 Identification cards—basis and purpose.
2.21 Disposition of discontinued program records—rules.
2.21-1 Disposition of discontinued program records—basis and purpose.
2.22 Former employees and others—rules.
2.22-1 Former employees and others—basis and purpose.
2.23 Relationship to State laws—rules.
2.23-1 Relationship to State laws—basis and purpose.
2.24 Relationship to section 303(a) of Public Health Service Act and section 502(c) of Controlled Substances Act—rules.
2.24-1 Relationship to section 303(a) of Public Health Service Act and section 502(c) of Controlled Substances Act—basis and purpose.

Subpart C—Disclosures With Patient's Consent

2.31 Written consent required—rules.
2.31-1 Written consent required—basis and purpose.
2.32 Prohibition on redisclosure—rules.
2.32-1 Prohibition on redisclosure—basis and purpose.
2.33 Diagnosis, treatment, and rehabilitation—rules.
2.33-1 Diagnosis, treatment, and rehabilitation—basis and purpose.
2.34 Prevention of certain multiple enrollments—rules.
2.34-1 Prevention of certain multiple enrollments—basis and purpose.
2.35 Legal counsel for patient—rules.
2.35-1 Legal counsel for patient—basis and purpose.
2.36 Patient's family and others—rules.
2.36-1 Patient's family and others—basis and purpose.
2.37 Third party payers and funding sources—rules.
2.37-1 Third party payers and funding sources—basis and purpose.
2.38 Employers and employment agencies—rules.
2.38-1 Employers and employment agencies—basis and purpose.
2.39 Criminal justice system referrals and functions—rules.
2.39-1 Criminal justice system referrals and functions—basis and purpose.
2.40 Situations not otherwise provided for—rules.
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2.63–1 Limitation to objective data—basis and purpose.
2.64 Procedures and criteria in general—rules.
2.64–1 Procedures and criteria in general—basis and purpose.
2.65 Investigation and prosecution of patients—rules.
2.65–1 Investigation and prosecution of patients—basis and purpose.
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2.66–1 Investigation and prosecution of programs—basis and purpose.
2.67 Undercover agents and informants—rules.
2.67–1 Undercover agents and informants—basis and purpose.

Subpart A—Introductory Statement

AUTHORITY: Sec. 408, Pub. L. 92–255, 21 U.S.C. 1175, as amended by sec. 303, Pub. L. 93–282; 88 Stat. 137.

SOURCE: 40 FR 27802, July 1, 1975, unless otherwise noted.

§ 2.1 Statutory authority—drug abuse.

(a) *Statutory provisions effective May 14, 1974.* Insofar as the provisions of this part pertain to any program or activity relating to drug abuse education, training, treatment, rehabilitation, or research, such provisions are authorized under section 408 of Pub. L. 92–255, the Drug Abuse Office and Treatment Act of 1972 (21 U.S.C. 1175) as amended by section 303 of Pub. L. 93–282 (88 Stat. 137). That section reads as follows:

CONFIDENTIALITY OF PATIENT RECORDS

SEC. 408. (a) Records of the identity, diagnosis, prognosis, or treatment of any patient which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States shall, except as provided in subsection (c), be confidential and be disclosed only for the purposes and under the circumstances expressly authorized under subsection (b) of this section.

(b)(1) The content of any record referred to in subsection (a) may be disclosed in accordance with the prior written consent of the patient with respect to whom such record is maintained, but only to such extent, under such circumstances, and for such purposes as may be allowed under regulations prescribed pursuant to subsection (g).

(2) Whether or not the patient, with respect to whom any given record referred to in subsection (a) of this section is maintained, gives his written consent, the content of such record may be disclosed as follows:

(A) To medical personnel to the extent necessary to meet a bona fide medical emergency.

(B) To qualified personnel for the purpose of conducting scientific research, management audits, financial audits, or program evaluation, but such personnel may not identify, directly or indirectly, any individual patient in any report of such research, audit, or evaluation, or otherwise disclose patient identities in any manner.

(C) If authorized by an appropriate order of a court of competent jurisdiction granted after application showing good cause therefor. In assessing good cause the court shall weigh the public interest and the need for disclosure against the injury to the patient, to the physician-patient relationship and to the treatment services. Upon the granting of such order, the court, in determining the extent to which any disclosure of all or any part of any record is necessary, shall impose appropriate safeguards against unauthorized disclosure.

(c) Except as authorized by a court order granted under subsection (b)(2)(C) of this section, no record referred to in subsection (a) may be used to initiate or substantiate any criminal charges against a patient or to conduct any investigation of a patient.

(d) The prohibitions of this section continue to apply to records concerning any individual who has been a patient irrespective of whether or when he ceases to be a patient.

(e) The prohibitions of this section do not apply to any interchange of records—

(1) within the Armed Forces or within those components of the Veterans' Administration furnishing health care to veterans, or

(2) between such components and the Armed Forces.

(f) Any person who violates any provision of this section or any regulation issued pursuant to this section shall be fined not more than $500 in the case of a first offense, and not more than $5,000 in the case of each subsequent offense.

(g) The Director of the Special Action Office for Drug Abuse Prevention, after consultation with the Administrator of Veterans' Affairs and the heads of other Federal departments and agencies substantially affected thereby, shall prescribe regulations to carry out the purposes of this section. These regulations may contain such definitions, and may provide for such safeguards and procedures, including procedures and criteria for the issuance and scope of orders under subsection (b)(2)(C) as in the judgment of the Director are necessary or proper to effectuate the purposes of this section, to prevent circumvention or evasion thereof, or to facilitate compliance therewith.

(b) *Amendments effective June 30, 1975.* Effective on the date specified in section 104 of the Drug Abuse Office and Treatment Act of 1972 (June 30, 1975), the first sentence of section 408(g) above, will be amended by striking "Director of the Special Action Office for Drug Abuse Prevention" and inserting in lieu thereof

"Secretary of Health, Education, and Welfare", and the second sentence of such section will be amended by striking "Director" and inserting "Secretary" in lieu thereof. Also effective on that date, section 408, above, will be further amended by (1) striking out "The" and inserting in lieu thereof "Except as provided in subsection (h) of this section, the" in the first sentence of subsection (g) of such section; and (2) adding at the end of such section the following new subsection:

(h) The Administrator of Veterans' Affairs, through the Chief Medical Director, shall, to the maximum feasible extent consistent with their responsibilities under title 38, United States Code, prescribe regulations making applicable the regulations established by the Secretary under subsection (g) of this section to records maintained in connection with the provision of hospital care, nursing home care, domiciliary care, and medical services under such title 38 to veterans suffering from drug abuse. In prescribing and implementing regulations pursuant to this subsection, the Administrator shall, from time to time, consult with the Secretary in order to achieve the maximum possible coordination of the regulations, and the implementation thereof, which they each prescribe.

§ 2.2 Statutory authority—alcohol abuse.

Insofar as the provisions of this part pertain to any program or activity relating to alcoholism or alcohol abuse education, training, treatment, rehabilitation, or research, such provisions are authorized under section 333 of Pub. L. 91-616, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. 4582), as amended by section 122(a) of Pub. L. 93-282, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act Amendments of 1974 (88 Stat. 131). As so amended, that section reads as follows:

CONFIDENTIALITY OF RECORDS

SEC. 333. (a) Records of the identity, diagnosis, prognosis, or treatment of any patient which are maintained in connection with the performance of any program or activity relating to alcoholism or alcohol abuse education, training, treatment, rehabilitation, or research, which is conducted, regulated, or directly or indirectly assisted by any department or agency of the United States shall, except as provided in subsection (e), be confidential and be disclosed only for the purposes and under the circumstances expressly authorized under subsection (b) of this section.

(b)(1) The content of any record referred to in subsection (a) may be disclosed in accordance with the prior written consent of the patient with respect to whom such record is maintained, but only to such extent, under such circumstances, and for such purposes as may be allowed under regulations prescribed pursuant to subsection (g).

(2) Whether or not the patient, with respect to whom any given record referred to in subsection (a) of this section is maintained, gives his written consent, the content of such record may be disclosed as follows:

(A) To medical personnel to the extent necessary to meet a bona fide medical emergency.

(B) To qualified personnel for the purpose of conducting scientific research, management audits, financial audits, or program evaluation, but such personnel may not identify, directly or indirectly, any individual patient in any report of such research, audit, or evaluation, or otherwise disclose patient identities in any manner.

(C) If authorized by an appropriate order of a court of competent jurisdiction granted after application showing good cause therefor. In assessing good cause the court shall weigh the public interest and the need for disclosure against the injury to the patient, to the physician-patient relationship, and to the treatment services. Upon the granting of such order, the court, in determining the extent to which any disclosure of all or any part of any record is necessary, shall impose appropriate safeguards against unauthorized disclosure.

(c) Except as authorized by a court order granted under subsection (b)(2)(C) of this section, no record referred to in subsection (a) may be used to initiate or substantiate any criminal charges against a patient or to conduct any investigation of a patient.

(d) The prohibitions of this section continue to apply to records concerning any individual who has been a patient, irrespective of whether or when he ceases to be a patient.

(e) The prohibitions of this section do not apply to any interchange of records—

(1) within the Armed Forces or within those components of the Veterans' Administration furnishing health care to veterans, or

(2) between such components and the Armed Forces.

(f) Any person who violates any provision of this section or any regulation issued pursuant to this section shall be fined not more than $500 in the case of a first offense, and not more than $5,000 in the case of each subsequent offense.

(g) Except as provided in subsection (h) of this section, the Secretary shall prescribe regulations to carry out the purposes of this section. These regulations may contain such definitions, and may provide for such safeguards and procedures, including procedures and criteria for the issuance and scope of

orders under subsection (b)(2)(C), as in the judgment of the Secretary are necessary or proper to effectuate the purposes of this section, to prevent circumvention or evasion thereof, or to facilitate compliance therewith.

(h) The Administrator of Veterans' Affairs, through the Chief Medical Director, shall, to the maximum feasible extent consistent with their responsibilities under title 38, United States Code, prescribe regulations making applicable the regulations prescribed by the Secretary under subsection (g) of this section to records maintained in connection with the provision of hospital care, nursing home care, domiciliary care, and medical services under such title 38 to veterans suffering from alcohol abuse or alcoholism. In prescribing and implementing regulations pursuant to this subsection, the Administrator shall, from time to time, consult with the Secretary in order to achieve the maximum possible coordination of the regulations, and the implementation thereof, which they each prescribe.

§ 2.3 Previous regulations as controlling authority.

Attention is called to the interpretative regulations, issued by the Special Action Office for Drug Abuse Prevention (37 FR 24636, November 17, 1972, as revised 38 FR 32744, December 6, 1973, referred to hereinafter in this part as the "previous regulations"). Those regulations have been given a special status as controlling authority by the provisions of section 303(d) of Pub. L. 93–282, as well as the references in the legislative history of that act to the precedents established under section 408 of Pub. L. 92–255. Such references appear at page 11 of House Committee Report No. 93–759 and at page H3563 of the Congressional Record for May 6, 1974. The latter citation is to a detailed analysis of the bill in its final form which was submitted for the Record by its floor manager, Chairman Staggers of the Interstate and Foreign Commerce Committee, when the bill was up for final action by the House of Representatives.

§ 2.4 General purposes.

(a) *Policy objectives.* The purpose of the regulations set forth in this part is to implement the authorizing legislation in a manner that, to the extent practicable, takes into account two streams of legal thought and social policy. One has to do with enhancing the quality and attractiveness of treatment systems. The other is concerned with the interests of patients as citizens, most particularly in regard to protecting their rights of privacy. Within each stream there are cross-currents, and it should come as no surprise that areas of turbulence are to be found at their confluence.

(b) *Limited purpose.* The regulations contained in this part are not intended to direct the manner in which substantive functions, such as research, treatment, and evaluation, should be carried out but rather to define the minimum requirements for the protection of confidentiality of patient records which must be satisfied in connection with the conduct of those functions in order to carry out the purposes of the authorizing legislation. This does not mean that observance of only the minimum legal requirements is always the wisest course, but in framing these regulations, allowance has necessarily been made for a diversity of emphasis and approach in the many different jurisdictions and by the great variety of public and private agencies which must find a way to function within the limits here prescribed.

§ 2.5 Format.

(a) *Basis and purpose sections.* Each section setting forth rules on any given topic in Subparts B through E of this part is followed by a section setting forth their basis and purpose. In many cases the basis and purpose section is itself an interpretative rule regarding the legal authority of the rulemakers. In other instances, it summarizes historical or evidentiary material relevant to the validity and interpretation of the section which precedes it.

(b) *Statutory rules fully incorporated.* Although, for convenience of reference, the statutory basis for this part is set out in full in §§ 2.1 and 2.2, the regulations in Subparts B through E of this part are intended to include all of the operative statutory provisions.

§ 2.6 Administration and enforcement in general.

It is not contemplated that any particular agency will be set up specifically to enforce compliance with this part. Programs which receive Federal grants may be monitored for compliance with this and other applicable Federal law as an incident to the grant administration process. Similarly, FDA inspections of methadone programs will include inspection for compliance with this part, which is incorporated by reference in the methadone regulation (21 CFR 310.505).

§ 2.7 Reports of violations.

Any violation may be reported to the United States Attorney for the judicial district in which the violation occurs. Violations on the part of methadone programs may be reported to the regional offices of the Food and Drug Administration. Violations on the part of a Federal grantee or contractor may be reported to the Federal agency monitoring the grant or contract.

Subpart B—General Provisions

§ 2.11 Definitions and usages.—Rules.

(a) *Authorizing legislation.* The term "authorizing legislation" means section 408 of the Drug Abuse Office and Treatment Act of 1972 (21 U.S.C. 1175) and section [illegible] of the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (42 U.S.C. [illegible]), as such sections may be amended and in effect from time to time.

(b) *Construction of terms.* The definitions and rules of construction set forth in this section are applicable for the purposes of this part. To the extent that they refer to terms used in the authorizing legislation, they are also applicable for the purposes of such legislation.

(c) *Alcohol abuse.* The term "alcohol abuse" includes alcoholism.

(d) *Drug abuse.* The term "drug abuse" includes drug addiction.

(e) *Diagnosis and treatment.* The terms "diagnosis" and "treatment" include interviewing, counselling, and any other services or activities carried on for the purpose of or as an incident to diagnosis, treatment, or rehabilitation with respect to drug abuse or alcohol abuse, whether or not conducted by a member of the medical profession.

(f) *Program.*

(1) The term "program", when referring to an individual or organization, means either an individual or an organization furnishing diagnosis, treatment, or referral for alcohol abuse or drug abuse.

(2) The term "program", when not used in the sense defined in paragraph (f)(1), means a plan or procedure, whether functional or organizational, and whether or not governmental, for dealing with alcohol abuse or drug abuse problems from either an individual or a social standpoint.

(g) *Program evaluation.*

The term "program evaluation" means an evaluation of—

(1) The effectiveness, efficiency, compliance with applicable therapeutic, legal, or other standards, or other aspects of the performance, of a program as defined in paragraph (f)(1) of this section, or

(2) The validity, effectiveness, efficiency, practicability, or other aspects of the utility or success of a program in the sense defined in paragraph (f)(2), of this section.

(h) *Program director.* The term "program director" in the case of a program which is an individual means that individual, and in the case of a program which is an organization, the individual, if any, who is the principal, or, in the case of organizations consisting of partners or under the control of a board of directors, board of trustees or other governing body, the individual designated as program director, managing director, or otherwise vested with executive authority with respect to the organization.

(i) *Patient.* The term "patient" means any individual (whether referred to as a patient, client, or otherwise) who has applied for or been given diagnosis or treatment for drug abuse or alcohol abuse and includes any individual who, after arrest on a criminal charge, is interviewed and/or tested in connection with drug or alcohol abuse preliminary to a determination as to eligibility to participate in a treatment or rehabilitation program.

(j) *Patient identifying information.* The term "patient identifying information" means the name, address, social security number, or similar information by which the identity of a patient can be determined with reasonable accuracy and speed either directly or by reference to other publicly available information. The term does not include a patient identifying number assigned by a program.

(k) *Alcohol abuse or drug abuse prevention function.* The term "alcohol abuse or drug abuse prevention function" means any program or activity relating to alcohol abuse or drug abuse education, training, treatment, rehabilitation, or research, and includes any such function even when performed by an organization whose primary mission is in the field of law enforcement or is unrelated to alcohol or drugs.

(l) The term "person" means an individual, a partnership, a corporation, a trust, a Federal or State governmental

agency, or any other legally cognizable entity.

(m) *Service organization.* The term "service organization" means a person which provides services to a program such as data processing, dosage preparation, laboratory analyses, or legal, medical, accounting, or other professional services.

(n) *Qualified service organization.* The term "qualified service organization" means a service organization which has entered into a written agreement with a program pursuant to which the service organization—

(1) acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the program about patients in the program, it is fully bound by the provisions of this part;

(2) undertakes to institute appropriate procedures for safeguarding such information, with particular reference to patient identifying information; and

(3) undertakes to resist in judicial proceedings any efforts to obtain access to information pertaining to patients otherwise than as expressly provided for in this part.

(o) *Records.* The term "records" includes any information, whether recorded or not, relating to a patient, received or acquired in connection with the performance of any alcohol abuse or drug abuse prevention function, whether such receipt or acquisition is by a program, a qualified service organization, or any other person.

(p) *Communications not constituting disclosure.* The following types of communications do not constitute disclosures of records:

(1) Communications of information within a program between or among personnel having a need for such information in connection with their duties.

(2) Communications between a program and a qualified service organization of information needed by the organization to perform its services to the program.

(3) Communications of information which includes neither patient identifying information nor identifying numbers assigned by the program to patients.

(q) *Previous regulations.* The term "previous regulations" refers to the interpretative regulations issued by the Special Action Office for Drug Abuse Prevention, originally published November 17, 1972, 37 FR 24636, as revised December 6, 1973, 38 FR 33744.

(r) *State law.* The term "State law" refers to the law of a State or other jurisdiction, such as the District of Columbia, as distinguished from Federal law in general. As applied to transactions which do not take place in any State or other similar jurisdiction, the term refers to Federal common law as modified by any applicable Federal statutes and regulations.

(s) *Third party payer.* The term "third party payer" means any organization (or person acting as agent or trustee for an organization) or [illegible] which pays or agrees to pay for [illegible] furnished to a patient, [illegible] where such payment [illegible] is on the basis of [illegible] ship between [illegible] (or a member [illegible] in the case of [illegible] coverage or [illegible] evidenced by a contract, an [illegible] policy, a certificate of membership [illegible] participation, or similar document.

(t) *Funding source.* The [illegible] funding source" means any individual or public or private organization [illegible] the Federal, State, or local [illegible] agency, which makes payments [illegible] part of a program. A funding source is not, as such, a third party payer [illegible] where its payments are [illegible] or indirectly on the program's workload with or without respect to [illegible] categories of eligible persons.

(u) *August 22, 1974 draft regulations.* References to the "August 22, 1974 draft regulations" are to the draft regulations set out in the Advance Notice of Proposed Joint Rulemaking published in the FEDERAL REGISTER on August 22, 1974, 39 FR 30426, by the Department of Health, Education, and Welfare and the Special Action Office for Drug Abuse Prevention.

§ 2.11-1 Definitions and usages—Basis and purpose.

(a) *In general.* The definitions are based upon the legislative history of and experience with the authorizing legislation, and are intended as aids to construing the provisions of this part to carry out the purposes of those statutes.

(b) *Coverage of applicants for treatment.* Section 2.11(i) is intended to make it clear that records of the identity and other information about a person whose application is rejected or withdrawn are fully as much covered by this part as

records pertaining to a patient actually accepted for treatment.

(c) *Program terminology for patients not controlling.* While many programs prefer to use "client" or some other term instead of "patient" to describe the recipients of their services, it is believed preferable to use terminology in this part which is consistent with that used in the authorizing legislation. It should be clearly understood, however, that the records of any individual who fits the definition set forth in § 2.11(i) are covered, no matter what terminology the program may use to designate his status.

(d) *Origin of "prevention function" terminology.* The definition of alcohol abuse or drug abuse prevention function in § 2.11(k) is adapted from the definition of drug abuse prevention function in section 103(b) of the Drug Abuse Office and Treatment Act of 1972 (21 U.S.C. 1103(b)). Although there was no corresponding defined term available to the draftsman of the 1974 amendment to section 333 of the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (42 U.S.C. 4582), it is clear from the legislative history that the coverage of alcohol abuse patient records was intended to be fully as wide as the coverage of drug abuse patient records, and the definition in § 2.11(k) reflects that intention.

(e) *Ambiguity of the term "program".* It is recognized that it is ordinarily poor drafting technique to use the same term in senses which are as different, yet related, as those in §§ 2.11(f)(1) and 2.11(f)(2). This part, however, has to be read both in conjunction with the Food and Drug Administration's Methadone Regulation and the Drug Abuse Office and Treatment Act of 1972. The Methadone Regulation (21 CFR 310.505), clearly uses the term "program" in the § 2.11(f)(1) sense. In section 103(b) of the Act (21 U.S.C. 1103(b)), it is clearly used in the § 2.11(f)(2) sense, and the usage in section 408(b)(2)(B) of the Act has from its original enactment been administratively interpreted to include both senses. As used in this part, the context should indicate the intended meanings with sufficient clarity to make this preferable to creating and defining new terminology which would be different from that used in related regulations and the authorizing legislation.

(f) *Construction of disclosures.* Section 2.11(p) is intended to clarify the status of communications which are carried on within a program or between a program and persons or organizations which are assisting it in providing patient care. The authorizing legislation was not intended to prohibit programs from carrying on accepted practices in terms of obtaining specialized services from outside organizations. In conjunction with the definition of qualified service organizations, set forth in § 2.11(m), the provisions of § 2.11(p) should prevent the development of abuse in this area.

§ 2.12 Applicability—Rules.

(a) *In general.* Except as provided in paragraph (b) of this section, this part applies to records of the identity, diagnosis, prognosis, or treatment of any patient which are maintained in connection with the performance of any alcohol abuse or drug abuse prevention function—

(1) Which is conducted in whole or in part, whether directly or by grant, contract or otherwise, by any department or agency of the United States.

(2) For the lawful conduct of which in whole or part any license, registration, application, or other authorization is required to be granted or approved by any department or agency of the United States.

(3) Which is assisted by funds supplied by any department or agency of the United States, whether directly through a grant, contract, or otherwise, or indirectly by funds supplied to a State or local government unit through the medium of contracts, grants of any description, general or special revenue sharing or otherwise, or

(4) Which is assisted by the Internal Revenue Service of the Department of the Treasury through the allowance of income tax deductions for contributions to the program conducting such function, or by a way of a tax-exempt status for such program.

(b) *Armed Forces and Veterans' Administration.*

(1) The provisions of this part do not apply to any interchange, entirely within the Armed Forces, within those components of the Veterans' Administration furnishing health care to veterans, or between such components and the Armed Forces, of records pertaining to a person relating to a period when such person is or was subject to the Uniform Code of Military Justice.

(2) Except as provided in paragraph (b)(1) of this section, this part applies to any communication between any person outside the Armed Forces and any person within the Armed Forces.

(3) Except as provided in paragraph (b)(1) of this section, this part applies, insofar as it pertains to any drug abuse prevention function, to any communication between any person outside those components of the Veterans' Administration furnishing health care to veterans and any person within such components, until such date as the Secretary of Health, Education and Welfare exercises his authority (conferred by an amendment effective June 30, 1975) to prescribe regulations under section 408 of Pub. L. 92–255 (21 U.S.C. 1175). After such date, this part applies thereto to such extent as the Administrator of Veterans' Affairs, through the Chief Medical Director, by regulation makes the provisions of this part applicable thereto.

(4) Except as provided in paragraph (b)(1) of this section, this part applies, insofar as it pertains to any alcohol abuse prevention function, to any communication between any person outside those components of the Veterans' Administration furnishing health care to veterans and any person within such components, to such extent as the Administrator of Veterans' Affairs, through the Chief Medical Director, by regulation makes the provisions of this part applicable thereto.

(c) *Period covered as affecting applicability.* The provisions of this part apply to records of identity, diagnosis, prognosis, or treatment pertaining to any given individual maintained over any period of time which, irrespective of when it begins, does not end before March 21, 1972, in the case of diagnosis or treatment for drug abuse or before May 14, 1974, in the case of diagnosis or treatment for alcohol abuse.

(d) *Applicability determined by nature and purpose of records.* The applicability of the provisions of this part is determined by the nature and purpose of the records in question, and not by the status or primary functional capacity of the recordkeeper.

§ 2.12–1 Applicability.—Basis and purpose.

(a) The broad coverage provided by § 2.12(a) is appropriate in the light of the remedial purposes of the statutes as well as the practical desirability of certainty and uniformity. Sections 2.12(a)(1) and 2.12(a)(2) simply follow the terms of section (a) of the statute with some explanatory material for ease of clarity and explicitness.

(b) Sections 2.12(a)(3) and (4) are based on the use by [illegible] of the pharmacy directly or indirectly by a department or agency of the United States. In the light of the multiplicity and extent of Federal programs and activities which can assist drug and alcohol abuse programs, the wording simply reflects the intention to provide the coverage consistent with the limits of the statute. Many programs with direct Federal assistance, financial, technical or both, and private with State and private institutions contributions. It would be contrary to the general purpose to be effectuated by the statute to the confidential status of patient records were terminated, given rise to questions by the operation of indirect Federal assistance.

(c) The regard to § 212(a)(2) it becomes clear that whenever a State or local government is assisted by the Federal government by way of revenue sharing or other unrestricted grants, all of the programs and activities of the State or local government are thereby indirectly assisted, and thus meet that aspect of the statutory criteria for coverage.

(d) Section 2.12(a)(4) follows the doctrine established in *McGlotten v. Connally*, 338 F. Supp. 448 (D.C. D.C., 1972), in which it was held that the deductible status of contributions to an organization constitutes "Federal financial assistance" within the meaning of section 601 of the 1964 Civil Rights Act (42 U.S.C. 2000d). The inclusion of the adjective "indirect" as a modifier of the noun "assistance" as used in the provision of law authorizing this part suggests an intention to provide coverage at least as broad, if not broader than, section 601 of the Civil Rights Act in respect of financial assistance. See, also, *Green v. Connally*, 330 F. Supp. 1150 (D.C. D.C., 1971) aff'd sub. nom. *Coit v Green*, 404 U.S. 997, 92 S. Ct. 564, 30 L. Ed. 2d 550 (1971).

(e) Section 2.12(b) essentially repeats the interpretation given in § 1401.02(b) of the previous regulation except that it takes account of the special provisions inserted in the new law with reference to the Veterans Administration, and

makes clear that the exemption for communications within the military-VA system does not generally apply to records pertaining to civilians.

(f) Section 2.12(c), which deals with the question of how the period covered by any given set of records affects the applicability of these regulations to them, restates the principle set forth in § 1401.-02(a) of the previous regulations, and applies it to records in the field of alcohol abuse as well as drug abuse. The authorizing legislation contains no effective date provisions. A construction which would apply the statutes to records of completely closed treatment episodes, records necessarily made and maintained prior to the enactment of the legislation, would create serious administrative problems. It seems doubtful, in any case, whether such records have been "maintained," within the meaning of the statutes, during any period of time after their enactment. On the other hand, if treatment is actually carried on after the enactment of the applicable statute, then all the records should be covered irrespective of when treatment was begun, because such records clearly are being "maintained" after the enactment of the legislation.

(g) Section 2.12(d) has been included to make explicit one of the legal implications of the authorizing legislation, which is cast in terms descriptive of the records which are to be confidential rather than of the recordkeepers on whom a duty is thus imposed. The result is that, for example, where a State agency maintains an individual client record which contains identifying information about a client (i.e., patient) receiving treatment or rehabilitation services for drug abuse, such a record is clearly a record maintained in connection with a drug abuse prevention function, and is subject to the provisions of this part. The fact that the record may also be required by statute or regulations pertaining to eligibility for Federal Financial Participation would in no way exempt the record from the prohibitions and requirements of this part. Thus, it would be unlawful and a violation of these regulations for such a record to be made available to a law enforcement agency, or to determine (without the prior written consent of the client) eligibility for other welfare benefits, or for any other administrative or investigative uses or purposes which would involve or result in an identification of the client to a third party.

§ 2.13 General rules regarding confidentiality.—Rules.

(a) *In general.* Records to which this part applies shall be confidential and may be disclosed only as authorized by this part, and may not otherwise be divulged in any civil, criminal, administrative, or legislative proceeding conducted by any Federal, State, or local authority, whether such proceeding is commenced before or after the effective date of this part.

(b) *Unconditional compliance required.* The prohibition upon unauthorized disclosure applies irrespective of whether the person seeking disclosure already has the information sought or other means of obtaining it, entitlement to official status, has obtained a subpoena, or asserts any other justification or basis for disclosure not expressly authorized under this part.

(c) *Information covered by prohibition.* The prohibition on unauthorized disclosure covers all information about patients, including their attendance or absence, physical whereabouts, or status as patients, whether or not recorded, in the possession of program personnel, except as provided in paragraph (d) of this section.

(d) *Crimes on program premises or against program personnel.* Where a patient commits or threatens to commit a crime on the premises of the program or against personnel of the program, nothing in this part shall be construed as prohibiting personnel of the program from seeking the assistance of, or reporting such crime to, a law enforcement agency, but such report shall not identify the suspect as a patient. In any such situation, immediate consideration should be given to seeking an order under Subpart E of this part to permit the disclosure of such limited information about the patient as may be necessary under the circumstances.

(e) *Implicit and negative disclosures prohibited.* The disclosure that a person (whether actual or fictitious) answering to a particular description, name, or other identification is not or has not been attending a program, whether over a period of time or on a particular occasion, is fully as much subject to the prohibitions and conditions of this part as a disclosure that such a person is or has been attending such a program. Any im-

proper or unauthorized request for any disclosure of records or information subject to this part must be met by a non-committal response.

(f) *In-patients and residents.* The presence of any in-patient in a medical facility or resident in a residential facility for the treatment of drug or alcohol abuse may be acknowledged to callers and visitors with his written consent. Without such consent, the presence of any in-patient or resident in a facility for the treatment of a variety of conditions may be acknowledged if done in such a way as not to indicate that the patient is being treated for drug or alcohol abuse.

§ 2.13–1 General rules regarding confidentiality.—Basis and purpose.

(a) Section 2.13(a) enunciates the general principle of the statutory provisions, and is unchanged from § 1401.01 of the previous regulations.

(b) Sections 2.13(b) and 2.13(c) have been added on the basis of written comments on the draft regulations published August 22, 1974, in which there was documented report that counsel for a program had advised the program that it could furnish information to [illegible] about patients without their written consent and without completing a formal judicial proceeding in accordance with Subpart E of this part. Sections 2.13(b) and 2.13(c) should clarify the criminal intent of the statutes and regulations to the extent of precluding such errors in the future.

(c) In the situation described in § 2.13(d), the desirability of the general prophylactic rule prohibiting disclosures by program personnel about patients regardless of whether such disclosures are from a written record must yield to the practical necessity to permit protection from, and prompt reporting of, criminal acts. In the preface to the first set of regulations issued under 21 U.S.C. 1175, it was emphasized that the operation of that section "in no way creates a sanctuary for criminals." (37 FR 24636, November 17, 1972). Section 2.13(d) is consistent with that contemporaneous administrative construction.

(d) Section 2.13(e) is adapted from § 1401.11 of the August 22, 1974 draft. The suggestion that this part be cited when declining to give information has been deleted on the basis of comments that correctly pointed out that such a citation, if given by an institution or program maintaining some records covered by this part and some not, would serve to identify the records inquired about as pertaining to treatment covered by this part.

§ 2.13(f) merely clarifies the [illegible] preceding paragraphs in [illegible] situations to which [illegible]

[illegible]enalty for violation.

(a) *[illegible]ty provided by* [illegible] person who violates any [illegible] authorizing legislation or [illegible] of this part shall be fined [illegible] $500 in the case of a first [illegible] not more than $5,000 in the [illegible] subsequent case.

(b) *Application to subsequent offenses.* Where a defendant has [illegible] one offense under either section [illegible] this part or any provision [illegible] authorized by that section, [illegible] hereafter committed under [illegible] section or any provision of this [illegible] authorized under that section [illegible] treated as a subsequent offense.

§ 2.14–1 Penalty for [illegible] and purpose.

(a) Section 2.14 states [illegible] penalty provided [illegible] the sections authorizing [illegible] include in the [illegible] and completeness [illegible] ments received on [illegible] originally proposed [illegible] nal penalties for violations [illegible] imprisonment, but such [illegible] have to be made by [illegible] than rulemaking.

(b) Section 2.14(b) [illegible] the intention that the "subsequent offense" need not be identical to the first offense as long as it is committed with respect to the same statutory section. For example, a person whose first offense consisted of improperly releasing the name of a patient in an alcoholism treatment program would be punishable for a subsequent offense" if he later improperly information from the diagnostic work-up of an alcoholism patient.

§ 2.15 Minor patients—Rules.

(a) *Definition of minor.* The term "minor" means a person who has not attained the age of 18 years or, in a State where a different age is expressly provided by State law as the age at which a person ceases to be a minor, the age prescribed by the law of such State.

(b) *Consent to disclosure in general.* Except as provided in paragraph (c), where consent is required for any disclosure under this part, such consent in the case of a minor must be given by both the minor and his parent, guardian, or other person authorized under State law to act in his behalf, but any disclosure made after the patient has ceased to be a minor may be consented to only by the patient.

(c) *Rule where State law authorizes treatment without parental consent.* Whenever a minor, acting alone, has the legal capacity under the applicable State law to apply for and obtain such diagnosis, counseling, administration of medication, or other services as actually are or were provided to him by the program with respect to which he is or was a patient, any consent required for disclosure under this part may be given only by the patient, notwithstanding the fact that the patient may be a minor.

(d) *Incident to communication.* When a minor applies for services under circumstances other than those described in paragraph (c) of this section, the fact of such application may not be disclosed, except as an incident to a communication authorized under paragraph (f) of this section, without the consent of the applicant, to the applicant's parent, guardian, or other person authorized under State law to act on behalf of the applicant. When such an applicant refuses consent, it must be explained to the applicant that while he or she has the right (subject to the provisions of paragraph (f) of this section) to withhold such consent, the services applied for cannot be provided without it.

(e) *Collection or attempted collection of payment for services.* Where State law authorizes the furnishing of services to a minor without the consent of the minor's parent or guardian, no inquiry may be made of the parent's or guardian's financial responsibility, and no bill, statement, request for payment, or any other communication in respect of such services may be transmitted directly or indirectly to such parent or guardian, without the express written consent of the patient. Such consent may not be made a condition of the furnishing of services except in the case of a program which is not required by law, and does not in fact hold itself out as willing, to furnish services irrespective of ability to pay.

(f) *Applicant lacking capacity for rational choice.* When, in the judgment of a program director a minor applicant for services, because of extreme or marked physical condition lacks the capacity to make a rational decision whether to consent to disclosure of a parent or guardian of the application, and substantial threat to the life or well being of the applicant or any individual, and such threat could be removed by communication with the parent or guardian, such facts may be disclosed by the program director or by professional personnel authorized by the director to do so.

§ 2.15–1 Minor patients—Definition and purpose.

(a) The purposes authorizing disclosure under this part are to permit a decision on the part of the patient of sufficient capacity to make a minor to give informed consent to such disclosure, but where there is no clear legislative history to suggest that the question was ever considered by Congress. The question is, however, one which arises repeatedly, and therefore appropriately addressed under the general rulemaking authority conferred by subsection (g) of the enabling legislation.

(b) Perhaps no legal issues are more highly charged than those affecting the relationship of parent and child. Congress has not evidenced an intention to affect this relationship. It is clear that local law should govern, and the task of rulemaking is limited to that of insuring, as far as possible, that the results under Federal law are consistent with local policy.

(c) Where a State has authorized the furnishing of treatment or other services of a given type to a minor without notice to or consent by the parent or guardian, it seems clear that a consistent Federal policy with respect to disclosure requires that consent for any disclosure of the treatment record be given by the minor. This policy, moreover, should not be frustrated by attempts to enforce parental financial responsibility in a situation where the State itself has determined that the minor should have a right to obtain services without involving the parent.

(d) A much more difficult problem is presented in the case of a minor who applies for services in a jurisdiction which has not determined that a minor should

tion of the best interests of the patient no less than a desire to foster the implementation of cherished values in society at large. If protection of the patient's right to privacy is achieved by means which seriously impair our ability to protect him from exploitation and malpractice, not to mention the diversion of funds intended for his benefit, it would be a hollow victory indeed. We believe that the procedures and safeguards which these regulations impose on the conduct of audits and evaluations will avoid that result, while affording substantial and meaningful new protection to the confidentiality of patient records.

§ 2.56 Prohibition on disclosure of patient identities from research, audit, or evaluation records—Rules.

Where the contents of patient records has been disclosed pursuant to this subpart for the purpose of conducting scientific research, management audits, financial audits, or program evaluation, information contained therein which would directly or indirectly identify any patient may not be disclosed by the recipient thereof either voluntarily or in response to any legal process whether Federal or State. This prohibition does not affect the accessibility of the original records under authority of a court order referred to in subpart E.

§ 2.56–1 Prohibition on disclosure of patient identities from research, audit, or evaluation records—Basis and purpose.

Section 2.56 restates the prohibition on further disclosure which is contained in subsection (b)(2)(B) of the authorizing legislation. The relationship of the provisions authorizing court orders to the provisions authorizing disclosure for research, audit, and evaluation, is dealt with in § 2.62.

Subpart E—Court Orders

§ 2.61 Legal effect of order—Rules.

Subsection (b)(2)(C) of the sections which authorize this part (21 U.S.C. 1175 and 42 U.S.C. 4582) empowers the courts, in appropriate circumstances, to authorize disclosures which would otherwise be prohibited by subsection (a) of those sections. Subsection (b)(2)(C) operates only as a mechanism for the relief of the duty imposed by subsection (a) and not as an affirmative grant of jurisdiction to authorize or compel disclosures prohibited or privileged by other provisions of law, whether Federal or State. An order or provision of an order based on some other authority, or [illegible] legal [illegible] disclosure [illegible] maintains records [illegible] merely requests [illegible] a subpoena, [illegible] obtained therein [illegible] in the absence [illegible] to issue such [illegible] Act, an order is [illegible] (b)(2)(C). Such order [illegible] the prohibition could not of its own force, require disclosure [illegible] no subpoena, other [illegible] ory [illegible], or a [illegible] had been issued [illegible] question [illegible] the custodian of [illegible] would have discretion as to whether to disclose the information sought unless and until disclosure were required by means of appropriate legal [illegible] administrative process, the authority for which would have to be found in some source other than subsection (b)(2)(C) of the sections authorizing this part.

§ 2.61–1 Legal effect of order—Basis and purpose.

(a) Section 2.61 is a restatement of the interpretative rules embodied in §§ 1401.61 and 1401.62 of the previous regulations. Both the positioning of the authority to issue court orders in S. 2097 as originally passed by the Senate (92nd Congress, 1st Session, December 2, 1971) and the explicit cross-reference in section 408(a) of Pub. L. 92–255 make clear the congressional intent that section 408(b)(2)(C) operate as a mechanism for the relief of the 408(a) strictures and not as an affirmative grant of jurisdiction to authorize disclosures prohibited by other provisions of law, whether Federal or State.

(b) The amendment made by Pub. L. 93–282 to section 333 of the Alcoholism Act (42 U.S.C. 4582) was enacted with the same language and structure as section 408 in this regard in order to make the interpretative rules set forth in § 2.61 applicable to it.

§ 2.62 Inapplicability to secondary records—Rules.

The authority which subsection (b)(2)(C) of the sections which authorize this part (21 U.S.C. 1175 and 42 U.S.C.

1582) confers on courts to issue orders authorizing the disclosure of records applies only to records referred to in subsection (a) of such sections, that is, the records maintained by treatment or research programs which have patients, and not to secondary records generated by the disclosure of the subsection (a) records to researchers, auditors, or evaluators pursuant to subsection (b)(2)(B).

§ 2.62-1 Inapplicability to secondary records—Basis and purpose.

(a) The interpretative rule set forth in § 2.62 is an essential and basic limitation on the scope of (b)(2)(C) orders. It was part of the original regulations under section 408 of [illegible] L. 92-255 published November 17, [illegible] (37 FR 24638), and was carried forward unchanged in the amended regulations published December 6, 1973 (38 FR 32748), the special status of which has already been noted in § 2.3. See, also, § 2.61-1.

(b) Although this rule is well supported by the history and technical structure of the legislation, the policy considerations in its favor are even more compelling. In § 2.62-1, we have discussed the urgent necessity for access, even without patient consent, to patient records on the part of qualified personnel engaged in scientific research and evaluation. Where this access includes patient identifying information, as it sometimes must if vital work is to be done, there must not be any question whatsoever about the legal inviolability of its confidential status in the hands of the researcher. Granted, there may occur rare occasions when the original records are for some reason not available, where a (b)(2)(C) order would lie as to the original records, and where there would seem to be some advantage in the administration of justice for such an order to permit disclosure of identifying information by the researcher. But compared to the damage which the mere potentiality for access does to the whole research enterprise, the advantage in terms of ability to deal with rare and anomalous cases seems almost trivial. Even in those cases, denial of access to the party seeking the information leaves him in no worse position than if the research or evaluation, which was certainly not undertaken for his benefit, had never been done at all.

(c) Where the secondary records are generated under the circumstances described in § 2.54, of course, this argument does not apply. In that situation, if preliminary examination suggests that the records may be needed for compliance or other administrative or judicial proceedings, the person conducting the audit or other examination should promptly seek the authority of a court order to copy the original records. The use of secondary records thus generated under authority of a court order would then be limited by the terms and purposes of the order, rather than subsection (b)(2)(B) of the authorizing legislation, and thus the rule set forth in § 2.62 would not apply.

§ 2.63 Limitation to [illegible] data—Rules.

(a) *Limitation to [illegible] data.* Except as provided [illegible] (b) of this section, the [illegible] issued pursuant to this [illegible] extend to communications by a [illegible] personnel of the [illegible], but [illegible] to the fact [illegible] discharge, [illegible] similar objective data, and [illegible] only such objective data as is [illegible] to fulfill the purposes for which the order is issued.

(b) *Exception.* When a patient in litigation offers testimony or other evidence pertaining to the content of his communications with a program, an order under this subpart may authorize the submission of testimony or other evidence by the program or its personnel.

§ 2.63-1 Limitation to objective data—Basis and purpose.

In the three-year period subsequent to the original enactment of 21 U.S.C. 1175, not a single occasion was reported to the Special Action Office for Drug Abuse Prevention on which an attempt was made to secure a [illegible](2)(C) order authorizing the disclosure of a confidential communication by a patient to a counsellor or other member of the staff of a treatment program. In all of the comments and testimony received on the draft regulations published August 22, 1974, there was nothing to suggest any circumstances under which a court order authorizing such a disclosure would be

either desirable or appropriate. Yet the mere possibility that such an order might be issued is to some a source of anxiety which impairs the effectiveness of treatment. Such an ongoing negative effect clearly outweighs the remote theoretical possibility that some peculiar circumstance might arise in which judicial authorization for such a disclosure might be sought. Accordingly, the limitation imposed by § 2.63 on the scope of (b)(2)(C) orders to preclude that possibility, and hence to eliminate its adverse influence on treatment services, appears to be a proper exercise of rulemaking power.

§ 2.64 Procedures and criteria in general—Rule.

(a) *Identity of patient.* Applications for court orders to authorize disclosure of records pertaining to a known patient shall not use the real name of the patient unless the patient consents to this voluntarily and intelligently. In the case of an *ex parte* application initiated by the patient, the application should be instituted in the name of a fictitious person, such as John Doe, unless the patient requests otherwise. The same procedure should be followed in the case of a separate proceeding held in conjunction with a pending criminal or civil action. Any court order should identify the patient fictitiously, and the disclosure of the patient's real name should be communicated to the program in such manner as to protect the confidentiality of the patient's identity.

(b) *Notice.* In any proceeding not otherwise provided for in this subpart, in which the patient or the program has not been made a party, each shall be given appropriate notice and an opportunity to appear in person or to file a responsive statement, deposition or other form of response consistent with local rules of procedure. The court shall give due consideration to any such statement, deposition or other response in exercising its discretion as to the existence of good cause and, if deemed necessary or desirable, consistent with local rules of procedure, it may order the program director to appear and give direct testimony.

(c) *Hearings.* All hearings and all evidence in connection therewith shall be held or taken in the judge's chambers, unless the patient requests an open hearing or the court determines that such hearing is consistent with the public interest and the proper administration of justice.

(d) *Good cause.* No order shall be issued unless the record discloses that good cause exists, and in assessing good cause, the court shall weigh the public interest and the need for disclosure against the injury to the patient, to the physician-patient relationship and to the treatment services.

(e) *Limited for disclosure.* If other competent evidence or sources of information are available, the court should ordinarily deny the application.

(f) *Adverse effects.* If there is evidence that disclosure would have an adverse effect upon successful treatment or rehabilitation of the patient or would impair the effectiveness of the program, or other patients similarly situated, in the treatment or rehabilitation of other patients, the application should be denied unless the court finds that the adverse effects are outweighed by other factors.

(g) *Content of order.* Any order authorizing disclosure shall—

(1) Limit disclosure to those parts of the patient's record deemed essential to fulfill the objective for which the order was granted;

(2) Limit disclosure to those persons whose need for information is the basis for the order; and

(3) Include any other appropriate measures to keep disclosure to a minimum for the protection of the patient, the physician-patient relationship and the treatment services.

(h) *Applications not otherwise provided for.* In any case not otherwise provided for in this subpart, application for an order authorizing disclosure of records to which this part applies may be made by any person who has a legally cognizable interest in obtaining such disclosure.

§ 2.64-1 Procedures and criteria in general—Basis and purpose.

Section 2.64, in accordance with subsection (g) of the authorizing legislation, sets out procedures and criteria for the issuance of (b)(2)(C) orders in general, subject to the more specific provisions with respect to particular types of proceedings covered in the succeeding sections of this subpart.

§ 2.65 Investigation and prosecution of patients—Rules.

(a) *Applicability.* This section applies to any application by an investigative, law enforcement, or prosecutorial agency for an order to permit disclosure of patient records for the purpose of conducting an investigation or prosecution of an individual who is, or who is believed to be, a present or former patient in a program.

(b) *Notice.* Except where an order under § 2.66 is sought in conjunction with an order under this section, any program with respect to whose records an order is sought under this section shall be notified of the application and afforded an opportunity to appear and be heard thereon.

(c) *Criteria.* A court may atuhorize disclosure of records pertaining to a patient for the purpose of conducting an investigation of or a prosecution for a crime of which the patient is suspected only if the court finds that all of the following criteria are met:

(1) The crime is extremely serious, such as one involving kidnapping, homicide, assault with a deadly weapon, armed robbery, rape, or other acts causing or directly threatening loss of life or serious bodily injury, or was believed to have been committed on the premises of the program or against personnel of the program.

(2) There is a reasonable likelihood that the records in question will disclose material information or evidence of substantial value in connection with the investigation or prosecution.

(3) There is no other practicable way of obtaining the information or evidence.

(4) The actual or potential injury to the physician-patient relationship in the program affected and in other programs similarly situated, and the actual or potential harm to the ability of such programs to attract and retain patients, is outweighed by the public interest in authorizing the disclosure sought.

(d) *Scope.* Both disclosure and dissemination of any information from the records in question shall be limited under the terms of the order to assure that no information will be unnecessarily disclosed and that dissemination will be no wider than necessary. Under no circumstances may an order under this section authorize a program to turn over patient records in general, pursuant to a subpoena or otherwise, to a grand jury or a law enforcement, investigative, or prosecutorial agency.

(e) *Counsel.* Any application to which this section applies shall be denied unless the court makes an explicit finding to the effect that the program has been afforded the opportunity to be represented by counsel independent of counsel for the applicant, and in the case of any program operated by any department or agency of Federal, State, or local Government, is in fact so represented.

§ 2.65–1 Investigation and prosecution of patients—Basis and purpose.

(a) The need for objective criteria for the issuance of court orders in connection with investigation or prosecution of patients seems particularly pressing. In the absence of such criteria, the assurance of confidentiality otherwise provided for by the governing legislation may be of little value.

(b) It has not been found possible to frame entirely satisfactory rules for the scope of orders under § 2.65, but an illustration may be helpful. Where reference to a crime is believed capable of identifying a suspect by appearance, and the criteria set forth in § 2.65(c) are met, and the program has photographs of its patients, the witness alone may be permitted to view the photographs, with no names attached. If the witness failed to identify any photograph as being a picture of the suspect, that would end the matter. If there was such an identification, the program would be authorized to give any information in its possession as to the suspect's identity and whereabouts to appropriate authorities.

(c) It is not the purpose of this section to substitute a mechanical formula for judicial discretion, but rather to provide criteria which define the area within which discretion is to be exercised. The reason for including all crimes committed on program premises or against program personnel is not any special solicitude for programs as opposed to other victims of crime, but is rather the result of the special difficulties which the broad definition of "records" in § 2.11(o) creates for program personnel as complaining witnesses.

(d) In regard to § 2.65(e), experience has demonstrated that independent

counsel may be of crucial importance. The leading case construing 21 U.S.C. 1175, *People v. Newman*, 32 N.Y.2d 379, 345 N.Y.S.2d 2, 298 N.E.2d 651 (1973); certiorari denied, 414 U.S. 1163, 94 S.Ct. 927, 39 L. Ed.2d 116 (1974), would never have been presented to the courts but for the fact that legal counsel for Dr. Newman was furnished on a *pro bono publico* basis by a private law firm. In an entirely different case, a United States District Court appears to have issued a wholly inappropriate order under 21 U.S.C. 1175 in a case in which the treatment program involved was operated by an agency of the United States Government, and either was unrepresented, or was represented by the same attorney who represented the agency seeking the order. It is possible, of course, that the order would have been issued in any event, but it seems clear that there was no adequate presentation to the court of arguments or testimony in opposition. It is difficult to see how the purposes of subsection (b)(2)(C) of the authorizing legislation can be carried out if there is inadequate presentation of the issues to the courts which must decide them.

§ 2.66 Investigation and prosecution of program—Rules.

(a) *Applicability.* This section applies to any application by an administrative, regulatory, supervisory, investigative, law enforcement, or prosecutorial agency for an order to permit disclosure of patient records or the making of copies thereof (including patient identifying information) for the purpose of conducting an investigation or an administrative or judicial proceeding with respect to any program or any principal, agent, or employee thereof in his capacity as such.

(b) *Notice.* An application under this section may, in the discretion of the court, be granted without notice, but upon the implementation of any order so granted, the program shall be afforded an opportunity to seek the revocation or amendment of such order.

(c) *Scope.* Both disclosure and dissemination of any information from the records in question shall be limited under the terms of the order to assure that patient identities will be protected to the maximum practicable extent, and that names and other identifying characteristics of patients are expunged from any documents placed in any public record. No information obtained pursuant to an order under this section may be used to conduct any investigation or prosecution of a patient, or be used as the basis for an application for an order under § 2.65.

§ 2.66–1 Investigation and prosecution of program—basis and purpose.

The principal purpose of § 2.66 is to enable a regulatory agency whose inspection or other source of information has disclosed a need for follow-up, which has been refused access to patient records, to obtain the necessary authorization for access and copying. It may also be rare instances, such as those involving financial fraud, theft or other offenses where access to investigative agencies is necessary, subject to the requirements and protections of this part.

§ 2.67 Undercover agents and informants—Rules.

(a) *Applicability.* This section applies to any application by an administrative, regulatory, supervisory, investigative, law enforcement agency for an order to permit such agency to have an undercover agent or informant in a program under circumstances which would otherwise be prohibited by § 2.19.

(b) *Notice.* An order under this section may be granted without notice where the criminal misconduct for the investigation of which it is granted is believed to be carried on by the program director or by a staff employee or agent of the program with the knowledge of the program director or under such circumstances that the exercise of reasonable care by the program director should know of such misconduct. Under any other circumstances an order under this section may be granted only after the program director has been afforded notice and opportunity for hearing.

(c) *Criteria.* An order under this section may be granted only where there is reason to believe that a program or any principal, agent, or employee thereof is engaged in serious criminal misconduct, and that other means of securing evidence of such criminal misconduct are not available or would not be effective.

(d) *Scope.* An order granted pursuant to this section may authorize the use by the applicant of an undercover agent or informant, either as a patient or as an employee, of the program in question.

(e) *Time periods:* An order under this section may not authorize the use of an undercover agent for an initial period exceeding 60 days. At any time prior to the expiration of such 60-day period, the applicant may apply for an order extending such period for an additional period not to exceed 60 days, but in no event may the use of an undercover agent in any program be authorized for more than 180 days in any period of 12 consecutive months.

(f) *Duty of agent.* Except to the extent expressly authorized in an order under this section which shall be limited to disclosure of information directly related to the purpose for which the order is granted, an undercover agent or informant shall for the purposes of this part be deemed an agent of the program within which he is acting as such, and as such shall be subject to all of the prohibitions of this part applicable to disclosures of any information which he may acquire.

§ 2.67-1 Undercover agents and informant; basis and purpose.

The legal rationale underlying this section has been set forth in § 2.19-1. It is expected that this section will find its principal and perhaps its exclusive application in the area of drug law enforcement. Experience has demonstrated that medical personnel, no matter how credentialed, can engage in the illicit sale of drugs on a large scale, and that the use of undecover agents and informants is normally the only effective means of securing evidence sufficient to support a successful prosecution.

§ 3.1 Authorization for special statistical services.

Upon the receipt of a written request by any person, firm or corporation the Director of the National Center for Health Statistics may furnish special statistical services if he determines that the services requested are within the scope of authorized activities, (b) facilities needed for performance of the services are available, (c) the performance of such services will not interfere with performance of the regular activities, and (d) the data requested are not confidential.

§ 3.2 Charges for special statistical services.

The Director of the National Center for Health Statistics shall establish a charge for each special statistical service which he undertakes. The estimated cost of providing such services will be used as a basis for prepayment of the charge or such portion of the charge as the Director may require. Any excess of the prepaid charge over the actual cost to the requesting party or organization will be refunded by the Center may from time to time during the progress of the work or upon their completion as necessary to reflect the actual cost of the work.

EXHIBIT 1

PSRO Confidentiality Policy
Implementation Plan Matrix
For Conditional PSRO Use

(1) National Policy Element	(2) Policy Topic and Brief Synopis	(3) PSRO Policy Requirement	(4) Element of PSRO Conf. Plan	(5) Nature of Action To be Taken By the PSRO	(6) How Handled Re. Confidentiality Plan	(7) Comments	(8) Responsible Individual
1	Notification to Public Establish and implement procedure for notification to public of existence, scope, and purpose of PSRO data system.	yes	yes	(1)Written Policy (2)Procedure development (3)Conf. Plan Section	Local newspaper notice		
2	Notification to Patients, Practitioners and Providers Inform individual patients, health care providers, and health care facilities regarding PSRO activities	yes	yes	(1) (2) (3)	Written notice to patients at admission or during stay; general (one-time/annual) notice to practitioners and facilities		
3	Physician and Facility Access to Own PSRO Data and Information Subject to restrictions on disclosure of PSRO deliberations (see Policy Statement #9) health care practitioners and health care facilities must be allowed access to, and receive copies of, their individual PSRO data and information, upon request, for the purposes of fulfilling statutory obligations under Section 1160 of the Social Security Act and to verify the accuracy of the data and information.	yes	yes	(1) (2) (3)	Specific procedure needed to handle requests and verify accuracy of data. Procedure to be included per 2.		

PSRO Confidentiality Policy
Implementation Plan Matrix
For Conditional PSRO Use

(1) National Policy Element	(2) Policy Topic and Brief Synopis	(3) PSRO Policy Requirement	(4) Element of PSRO Conf. Plan	(5) Nature of Action To be Taken By the PSRO	(6) How handled Re. Confidentiality Plan	(7) Comments	(8) Responsible Individual
4	Patient Access to Own PSRO Data and Information Subject to restrictions on disclosure of PSRO deliberations (see Policy Statement #19)patients must be allowed access, upon request, to their individual PSRO data and information for purposes of ascertaining the accurarcy of that data and information and thereby providing a mechanism of improving the reliability of the PSRO data and information utilized in the review process. The PSRO must establish and implement procedures to verify the accuracy of the data and information; the data and information to be accessed shall not be physically removed and/or transmitted outside of the PSRO. When a patient requests access to PSRO data and information, the physicians of record must be notified in writing at least ten working days prior to patient access. The patient will not be required to obtain physician authorization to access his individual PSRO data and information nor can the physician prevent patient access to the data and information. However, if upon receiving notification of intended patient access, a physician of record objects to	yes	yes	(1) (2) (3)	Specific procedure to notify Physician of record.		

PSRO Confidential Policy
Implementation Plan Matrix
For Conditional PSRO Use

(1) National Policy Element	(2) Policy Topic and Brief Synopis	(3) PSRO Policy Requirement	(4) Element of PSRO Conf. Plan	(5) Nature of Action To be Taken By the PSRO	(6) How Handled Re. Confidentiality Plan	(7) Comments	(8) Responsible Individual
4 (cont.)	to the release of such information without clarification, he or his designee may be present when the patient accesses his individual file to make such clarification.						
	Limitation on Data Collection Only information which pertains to purpose of PSRO review and/or evaluation may be collected.	yes	no	(1)	N/A	Function of PSRO data Plan approval by DHEW	

DRAFT

(1) National Policy Element	(2) Policy Topic And Brief Synopsis	(3) PSRO Policy Requirement	(4) Element Of PSRO Conf. Plan	(5) Nature Of Action To Be Taken By The PSRO	(6) How Handled Re. Confidentiality Plan	(7) Comments	(8) Responsible Individual
6	Limitation on Data Collection Only access to information necessary to carry out functions.	yes	yes	(1) (2) (3)	Definition of what data each component requires and how acquired		
7	Limitations on Establishment of a National PSRO Data Base Information shall not be stored in a manner which constitutes a national PSRO data base.	yes	No	(1)		DHEW Responsibility	
8.	Codification of Personal Identifiers Files containing cross reference of codes to names of patients, practitioners and facilities shall be maintained in a secure manner.	yes	yes	(1) (2) (3)	Specific procedures to code data as necessary and to protect data in each component of PSRO Review System		
9	Purgation: Computer Files As soon as such files are no longer necessary they will be purged.	No	yes	(2) (3)	Procedures to purge files on a regular basis		
10	Purgation of Hard Copy When it has served its specific purpose it shall be purged.	No	yes	(2) (3)	Procedures to purge files on a regular basis		
11	Responsibility for Confidentiality Vested in a Single Individual A single representative will be responsible to notify DHEW of any breaches.	yes	yes	(1) (2) (3)	Designation of Conf. Coordinator in PSRO, procedures for interaction with all components, procedures for monitoring components and reporting breaches		

PSRO Confidentiality Policy
Implementation Plan Matrix
For Conditional PSRO Use

(1) National Policy Element	(2) Policy Topic and Brief Synopis	(3) PSRO Policy Requirement	(4) Element of PSRO Conf. Plan	(5) Nature of Action To be Taken By the PSRO	(6) How Handled Re. Confidentiality Plan	(7) Comments	(8) Responsible Individual
12	Responsibility of Officers and Employees Officers and employees must be made aware of their responsibility to maintain confidential PSRO data under penalty of fine and/or imprisonment.	yes	yes	(1) (2) (3)	Staff training program, statement of understanding	DHEW will develop training plan and materials.	
13	Authorized Access: Requirements Officer or employee shll not access PSRO data until training program completeland signed statement acknowledging responsibility.	yes	yes	(1) (2) (3)	See 12	See 12	
14	Training Requirements PSRO must maintain ongoing training of officers and employees.	no	yes	(2) (3)	See 12	See 12	
15	Access to Hard Copy Hard copy removed from PSRO review system must be recorded as to what material was taken, purpose, when, by whom and where taken.	no	yes	(2) (3)	Special procedures for access to and control of hard copy data		
16	Withdrawn per PSRO Transmittal #41						
17	Disclosure: Civil Litigation PSRO sanction reports and PSRO deliberations shall not	yes	yes	(1) (2) (3)	Procedures to handle subpoena et al. and notify Court of Jurisdiction of Federal policies		

PSRO Confidentiality Policy
Implementation Plan Matrix
For Conditional PSRO Use

(1) National Policy Element	(2) Policy Topic and Brief Synopis	(3) PSRO Policy Requirement	(4) Element of PSRO Conf. Plan	(5) Nature of Action To be Taken By the PSRO	(6) How Handled Re. Confidentiality Plan	(7) Comments	(8) Responsible Individual
17 (cont.)	be subject to subpoena, in any civil action nor shall members, employees or consultants of the PSRO for purposes of obtaining information relating to the above.						
18	Disclosure: Claims Appeals Only parties involved in a appeals process may have access to privileged information.	yes	no	(1)	N/A	Internal PSRO procedure to be developed	
19	Disclosure: PSRO Deliberations PSRO deliberation concerning patients, practitiones and facilities which serve as a basis of PSRO decision shall not be disclosed outside PSRO except to Federal program assessment personnel conducting on-site visits to the PSRO. The record of PSRO deliberation may not be physically removed from and/or made available or transmitted outside the custody of the PSRO.	yes	no	N/A	Covered under 1		
20	Disclosure: Sanction Proceedings Privileged data and information shall be disclosed for purposes of santion proceedings as per section 205(b) of the SSA.	yes	yes	(1) (2) (3)	Procedures to assure disclosure only to those involved in proceedings. See 15	This does not apply to Results of Sanction Proceedings (21)	
21	Disclosure: Results of Santion Proceedings If sanctions are levied, the	no	no	N/A	N/A	DHEW Policy will be developed.	

PSRO Confidentiality Policy
Implementation Plan Matrix
For Conditional PSRO Use

(1) National Policy Element	(2) Policy Topic and Brief Synopis	(3) PSRO Policy Requirement	(4) Element of PSRO Conf. Plan	(5) Nature of Action To be Taken By the PSRO	(6) How Handled Re. Confidentiality Plan	(7) Comments	(8) Responsible Individual
21 (cont)	name of the sanctioned party, the action taken and the nature of the sanction must be made public record.						
22	Disclosure: Monitoring, Review and Evaluation For purposes of Federal and State program monitoring, review, and evaluation, privileged PSRO data and information may only be accessed by on-site visits to the PSRO, to delegated hospitals or to data subcontractors where the privileged data and/or information is stored. Privileged information or data may not be physically removed and/or transmitted outside of the PSRO review system, except for the purposes of appeals, sanctions, or to provide the Uniform Hospital Discharge Data Set to State Medicaid agencies. Pursuant to paragraph #8 all privileged information and data needed for monitoring and program review purposes must contain all personal identification in a coded form.	yes	yes	(1) (2) (3)	Identification of who monitors PSRO activity Procedures to assure only on-site access of privileged information See 8, 15, 20.		
23	Disclosure: Nonprivileged Data for Monitoring Purposes Nonprivileged PSRO data and information may be disclosed to State	yes	yes	(2)-(3)	Procedures to notify Facility and to attach information provided by the facility		

PSRO Confidentiality Policy
Implementation Plan Matrix
For Conditional PSRO Use

(1) National Policy Element	(2) Policy Topic and Brief Synopis	(3) PSRO Policy Requirement	(4) Element of PSRO Conf. Plan	(5) Nature of Action To be Taken By the PSRO	(6) How Handled Re. Confidentiality Plan	(7) Comments	(8) Responsible Individual
23 (cont)	or Federal agencies which are authorized by the Secretary of Health, Education and Welfare to monitor the activities of PSROs.						
24	Disclosure: Health Care Facility Information Nonprivileged PSRO data and information concerning an individual health care facility may be disclosed to that facility.	yes	no	(1)	N/A	PSRO internal procedure to be developed	
25	Disclosure: PSRO Norms, Criteria and Standards PSRO norms, criteria and standards shall be made available to any person who requests such information.	no	yes	(2) (3)	Procedures to review and approve requests for information		
26	Freedom of Information Act PSRO information falls under freedom of information act and once received by DHEW are subject to its disclosure provisions.	no	no	N/A	N/A	DHEW Policy will be developed	
27	Disclosure: Other Other disclosure must be referred to the Secretary of HEW.	yes	no	(1)	N/A	DHEW Policy will be developed	

PSRO Confidentiality Policy
Implementation Item Matrix
For Conditional PSRO Use

(1) National Policy Element	(2) Policy Topic and Brief Synopis	(3) PSRO Policy Requirement	(4) Element of PSRO Conf. Plan	(5) Nature of Action To be Taken By the PSRO	(6) How Handled Re. Confidentiality Plan	(7) Comments	(8) Responsible Individual
28	Non-Disclosure of Privileged Data and Information to Third Parties Privileged data and information provided to physicians and hospitals in the PSRO review system (including non-delegated hospitals); Medicaid State agencies, Medicare Intermediaries; and data subcontractors to fulfil their respective duties and function in carrying out the purposes of this part must not be disclosed to any other person or organization.						

STATEMENT ON CONFIDENTIALITY

EXHIBIT 2

GSPSRO DATA AND INFORMATION

In the course of our daily finctions, private and privileged information is readily accessible.

While this is obviously necessary within our own operations, it is essential that you are aware of your responsibility to maintain complete confidentiality of all GSPSRO information outside of work.

Access to GSPSRO data and information may only be granted to persons performing duties directly connected with administration of the GSPSRO system.

There are specific access procedures for other individuals requesting access. These requests must be routed through the Confidentiality Officer.

In addition to your individual position responsibilities, your attitude requires your awareness of the general responsibilities. You must treat with confidence all information regarding physicians, providers and recipients of services.

Professional Conduct

All persons handling GSPSRO information are governed by certain rules of conduct. Disregard or failure to conform to these rules or GSPSRO standards will warrant disciplinary action ranging from a warning notice to dismissal. The following will be considered for such action:

1. Falsifying GSPSRO records (including your employment application and timesheets).

2. Altering, removing or destroying GSPSRO records without department head authorization.

3. Violating the rules for access and maintenance of confidential procedures as outlined by your job description and confidentiality training program.

Penalties

Any person who is found guilty of unauthorized disclosures of GSPSRO data and information shall be held liable for a fine of not more than $1,000 and/or imprisoned for not more than six (6) months under Title XI, Part B, Sections 1166 and 1167 of the Social Security Act, and as amended by P.L. 95-142.

I have read and understand the above.

Print or Type Name	Signature	Date
Dale Terry Confidentiality Officer	Signature of Confidentiality Officer	Date

GUIDE TO CONFIDENTIALITY

Remember, you are handling confidential materials. The following guidelines should be followed:

1) When possible - lock everything up when you aren't working on it.

2) Do not allow any unauthorized person access to your information.

3) Keep a log reflecting the number of forms you submit to the GSPSRO, we don't want to loose any. We will keep a log in the office to balance out once a week.

4) When destroying hardcopy documents, be sure they are sufficiently shredded or otherwise destroyed to obliterate all priviledged information.

5) A patient has a right to review his/her PSRO information. Requests for access should be referred to the GSPSRO Office.

6) A brochure should be given to each Medicare, Medicaid, and Title V patient on whom you are collecting information. This brochure describes our review function for these Federal programs and informs the patient that they are having information collected about their hospital stay and that it will be maintained in a confidential manner.

7) A training sessions will be held every 6 months regarding the handling of confidential materials and your responsibilities mandated by Federal Law.

8) You must sign the GSPSRO Confidentiality Statement outlining your responsibilities and defining the penalties for a breach of confidentiality.

EXHIBIT 4

Greater Sacramento Professional Standards Review Organization

If you receive care as a patient covered by the Medicare, Medicaid, Maternal and Child Health programs, Federal Law requires your care to be subject to a review in order to determine that the services you are receiving are medically necessary and are being carried out at an appropriate level of care. The agency responsible for this review in Sacramento, El Dorado, Placer, Yolo and Nevada Counties is the Greater Sacramento Professional Standards Review Organization (GSPSRO). The GSPSRO will be collecting information about your stay in this hospital while you are covered by Federally Sponsored Health Programs.

The Law also requires that any information acquired for review purposes shall remain confidential and any unauthorized disclosure is punishable by criminal penalties. The policies governing confidentiality of the information received by GSPSRO states that no information will be disclosed without following specific access and release procedures. You or your legal representative, however, have the right to examine the information obtained by the GSPSRO, to determine its accuracy, should you desire.

For further information about these procedures or the policies governing confidentiality, please contact:

Confidentiality Officer, GSPSRO, 650 University Avenue, Sacramento, California 95825.

EXHIBIT 5

GSPSRO GREATER SACRAMENTO PROFESSIONAL STANDARDS REVIEW ORGANIZATION

P.O. BOX 13978 SACRAMENTO, CA 95813 (916) 929-8854

Dear Patient:

The Greater Sacramento Professional Standards Review Organization (GSPSRO) is the organization responsible for the monitoring of Federally funded medical programs for the five county area of El Dorado, Nevada, Placer, Sacramento and Yolo. It is the GSPSRO's responsibility, as designated by Federal Law, to assure that the medical care provided to you is of the highest quality and that Federal dollars expended for medical care are utilized in the best possible way.

As a Medicare, Medicaid, or Maternal and Child Health patient, your stay will be monitored by the GSPSRO. The GSPSRO will be determining whether such services and items are medically necessary; that the quality of such services meets professionally recognized standards of health care; and that you are receiving the appropriate medical care at the correct level for the prescribed length of time.

This monitoring will be conducted by physicians and nurses of your hospital and/or the GSPSRO.

While you are a patient, information is being transmitted to and analyzed by the GSPSRO. For your protection, this information is kept highly confidential. Only those GSPSRO persons who have signed the legal agreement that all information will remain confidential on the penalty of strict personal fines and/or imprisonment, will have access to this information.

This information is on file at: 650 University Avenue, Sacramento, CA 95825. The person responsible for the confidentiality of the GSPSRO data system is Mr. David Zanze, Confidentiality Officer, who may be reached at the same address. If you or your representative would like to examine this information, a written request may be made. The GSPSRO will notify your doctor that you have asked to examine your file and an appointment can then be made for you to meet with your doctor and review the information.

Sincerely,

REG CLAYTOR
Executive Director

RC/sh
10/21/77

USE OF GSPSRO FORMS

A. All information contained on GSPSRO forms is confidential. Use of these forms are bound by the document and handling disclosure access guidelines outlined in the Confidentiality Maintenance Plan. Personnel in delegated and non-delegated institutions using these forms must have signed confidentiality statements on file with Confidentiality Officer, as outlined in Section II of the Confidentiality Maintenance Plan. Misuse of these forms and information contained therein is punishable by law. Penalty for unauthorized disclosure is a fine of not more than $1,000 and/or six (6) months imprisonment, as specified in Public Law 92-603, Part B, Section 1166 and 1167.

1. GSPSRO Acute Hospitalization Form: This is the major data collection form for the GSPSRO. Delegated hospitals may use this form for review of Federal patients only after obtaining permission from the Executive Director of the GSPSRO and all personnel utilizing the form have signed a confidentiality statement. All information contained on this form is considered privileged and will be handled according to the procedures outlined herein for privileged information, as well as those guidelines for document handling, disclosure, and access.

2. Review Coordinator Worksheet: Use of this form is restricted to hospitals serviced by McDonnell Douglas Automation Company hospital abstracting service. Confidential information is contained in this form. The following criteria must be met before this form may be implemented: 1) hospital must sign McAuto data release, 2) permission

must be obtained from Exeuctive Director of the GSPSRO and 3) all personnel utilizing the form have signed a confidentiality statement.

3. Certification Approval Form: This GSPSRO form is for use in certifying days of stay. It will be submitted to the hospital and physician as the proof of appropriate hospitalization. It will also indicate denied days. This form contains confidential information; personnel in delegated and non-delegated institutions must have a signed confidentiality statement on file with the GSPSRO Confidentiality Officer before they may sign this form as an authorized signator. This will be the only form submitted to the hospital and physician's office.

4. Appeals Records Form: This form is for use during the appeals process after the initial acute hospitalization form is submitted for computer input. It is to be used only where and when appeals have been authorized, and contains confidential information.

GSPSRO

GREATER SACRAMENTO
PROFESSIONAL STANDARDS
REVIEW ORGANIZATION
650 UNIVERSITY AVE.
SACRAMENTO, CA. 95825
(916) 920-2233

BATCH NUMBER

340727

FACILITY NO.

ACUTE HOSPITAL INITIAL CERTIFICATION ABSTRACT

SECTION A: TO BE COMPLETED BY DOCTOR OR HOSPITAL

PATIENT NAME (LAST) (FIRST) (M. I.)

ADDRESS

CITY COUNTY STATE ZIP COUNTY CODE

MEDICAL RECORD NO. SOCIAL SECURITY NO.

DATE OF BIRTH MO DAY YEAR RACE 1 BLACK 2 WHITE 3 OTHER SEX 1 M 2 F

PRINCIPAL SOURCE OF PAYMENT

1 ☐ MEDICARE (TITLE XVIII)
2 ☐ MEDI-CAL (TITLE XIX)
3 ☐ MCH-CCS (TITLE V)
4 ☐ OTHER

NAME OF EMPLOYER

NAME OF INSURED

GROUP NUMBER

ADMITTING PHYSICIAN (LAST) (FIRST) (M. I.)

ADDRESS

CITY COUNTY STATE ZIP

ADMITTING DIAGNOSIS

ADMISSION DATE MO DAY YR

PROPOSED PROCEDURE

PROCEDURE DATE MO. DAY YR.

FACILITY NAME

ATTENDING PHYSICIAN (LAST) (FIRST) LIC. NO.

OPERATING PHYSICIAN (LAST) (FIRST) LIC. NO.

SECTION B: ADMISSION INFORMATION

DATE & HOUR DAY YR. HOUR

TYPE OF ADMISSION 1 ☐ EMERGENCY 2 ☐ 3 ☐ ELECTIVE 4 ☐ NEWBORN

ADMITTING SERVICE 1 ☐ MEDICAL 2 ☐ SURGICAL 3 ☐ OB 4 ☐ GYN 5 ☐ PEDIATRIC 6 ☐ PSYCHIATRIC 7 ☐ OTHER

ICDA ADM. DIAG. CODE

PROCEDURE/SURGICAL CODE

☐ AUTOMATIC CERTIFICATION

SECTION C: DISCHARGE AND REVIEW INFORMATION

DATE	DAYS CERTIFIED	DAYS DENIED	REVIEWER'S INITIALS	APPEAL INDICATOR	RN COORD.	PHYS. ADVISOR

	DISCHARGE DIAG. CODES	PROCEDURE DATES	PROCEDURE/SURGERY CODES
1		1	
2		2	
3		3	
4		4	
5		5	
6		6	

DISCHARGE DATE MO DAY YR

DISCHARGE STATUS 1 ☐ ACUTE 2 ☐ SNF 3 ☐ ICF 4 ☐ OTHER 5 ☐ HOME 6 ☐ HOME CARE 7 ☐ AMA 8 ☐ EXPIRED

SECTION D: SPECIAL STUDIES

NO:

NO:

DATE OF DENIAL NOTIFICATION

DATES OF DAYS DENIED THRU

REMARKS

This abstract contains confidential information. It is protected by Federal guidelines found in PL 92-603, Part B, sec. 1166 and 1167. Penalty

FACILITY NO.

GSPSRO GREATER SACRAMENTO PROFESSIONAL STANDARDS REVIEW ORGANIZATION
P.O. BOX 13978 SACRAMENTO, CA 95813 (916) 929-[illegible]

FACILITY NAME

Review Coordinator Worksheet

PATIENT'S NAME | PATIENT'S MEDICAL RECORD NUMBER | DISCHARGE DATE

MRII/IP CASE ABSTRACT / PART B

ORIGINAL CERTIFICATION AND SUMMARY

61. UR COORDINATOR | 62. PHYSICIAN ADVISOR | 63. ORIG. CERT. DATE | 64A. ORIG. DAYS ASSIGNED | 64B. CERT TYPE | 64C. BASIS | 64D. ADMIT DIAGNOSIS

65A. EXT REQ | 65B. DAYS REQ | 66A. EXT APP | 66B. DAYS APP | 67A. LEVEL | 67B. APPEAL | 67C. REASON

68A. TTL CERT DAYS | 68B. ACUTE DAYS | 68C. SNF DAYS | 68D. ICF DAYS | 68E. GRACE DAYS | 68F. OTHER DAYS

	A	B	C	D	E	F	G	H	J
69.									
70.									
71.									
72.									
73.									
74.									
75.									
76.									
77.	UR COORDINATOR	CSR DATE	DAYS CERTIFIED	REASON	ADM./SOC DAYS	DENIED DAYS	REASON	PHYSICIAN ADVISOR	APPEAL

78A. | 78B. | 78C. | 78D. | 78E. | 78F. | 78G. | 78H. MCAUTO USE ONLY

OPR 5738

CONTROL NUMBER FIELDS 79 AND 80 | [illegible] FIELDS 78 THRU 80

ATTENDING PHYSICIAN

ADMIT DATE

ADMIT DIAGNOSIS

NOTES

PRINCIPAL SOURCE OF PAYMENT

MEDICARE

MEDI-CAL

This abstract contains confidential information. It is protected by Federal guidelines found in PL 92-603, Part B, sec. 1166 and 1167. Penalty for [illegible] disclosure is a fine of not more than $1000 and, or imprisonment for not more than six (6) months. Specific access procedures

GSPSRO

GREATER SACRAMENTO
PROFESSIONAL STANDARDS
REVIEW ORGANIZATION
650 UNIVERSITY AVE.
SACRAMENTO, CA. 95825
(916) 920-2233

CERTIFICATION APPROVAL FORM

ADMITTING PHYSICIAN (LAST) (FIRST) (M. I.)

ADDRESS

CITY COUNTY STATE ZIP

☐ Acute

☐ Long Term Care

LAST FIRST MI

NAME

HOSPITAL INSURANCE NUMBER

FACILITY NAME

DAYS APPROVED: DAYS DENIED: SNF PLACEMENT DAYS:

ADM. DATE: FROM: FROM:

DISCH. DATE: THRU: THRU:

Signature of Authorized Coordinator Date Signed

The information on this form is confidential and is to be used for billing purposes only. Use of this information for anything other than billing is strictly prohibited by GSPSRO guidelines. Penalty for unauthorized disclosure is a fine of not more than $1,000 and/or imprisonment for not more than six (6) months, as specified in PL 92-603, Part B, Section 1166 and 1167.

GSPSRO

GREATER SACRAMENTO
PROFESSIONAL STANDARDS
REVIEW ORGANIZATION
650 UNIVERSITY AVE.
SACRAMENTO, CA. 95825
(916) 920-2233

BATCH NUMBER

APPEALS RECORD FORM

LAST FIRST MI SSA #

PATIENT NAME _____

FACILITY NAME _____ FACILITY # _____

Health Insurance Number _____

Medical Record Number _____

ADM. DATE _____ DISCH. DATE _____ DAYS DENIED _____

LEVEL OF APPEAL: GSPSRO _____ STATE COUNCIL _____ DHEW _____

DATE OF APPEAL	DAYS CERT. ON REVERSAL	DENIED DAYS UPHELD	REASON CODE	APPEAL INDICATOR	R.N. COORDINATOR NUMBER	PHYSICIAN ADVISOR NUMBER

COMMENTS: _____

The information on this form is confidential and is to be used for the appeals process only. Penalty for unauthorized disclosure is a fine of not more th 000 and/or imprisonment for not more than six (6) months, as specified in PL 92-603, Part B, Section 1166 and 1167.

EXHIBIT F: DATA AND REPORTING REQUIREMENTS (MCES ONLY)

A. Hospital agrees to provide the GSPSRO with data in their performance of at least one area-wide or multiple hospital MCE Study, yearly.

B. The hospital is required to submit_____completed MCE Studies or the number as determined by annual hospital admissions.

C. The hospital is required to submit within 10 days following the close of each quarterly period, the MCE Study Status Report (HCFA Form 135) and a copy of each MCE completed during the quarter to the GSPSRO.

D. If HSQB requests additional information on any given MCE, the hospital will be notified by the GSPSRO. The hospital will be required to submit completed HCFA Form 131, Parts I and II to the GSPSRO for submission to HSQB.

E. The hospital may receive reimbursement for MCES costs by billing the hospital fiscal intermediary through their A & G cost center on a monthly basis. The hospital shall agree to submit the initial cost estimates, on the HCFA 153 Form, to the GSPSRO prior to implementation, and subsequent estimates shall be submitted 60 days prior to the start of each hospital Medicare cost reporting year.

Actual costs must be reported to the GSPSRO on the HCFA 153 Form, bi-annually, i.e., 60 days from the end of the hospital fiscal year, and 60 days from the end of the sixth month of the hospital's fiscal year.

F. Hospital agrees to provide the GSPSRO with data for GSPSRO special studies or review activities on a periodic basis.

G. Hospital acknowledges that the data reporting requirements may change and that the hospital and the GSPSRO will mutually work to satisfy, to the extent possible, any new data reporting requirements.

Revised 7/74

Health Standards and Quality
Health Care Financing Administration

OMB Approval No. 66-R-0093
Approval Expires 12/81

MCE Study Status Report

1. PSRO Number	4. Delegation Status for MCEs A. No.hosp.Del
2. PSRO Name	B. No.Discharges
3. Reporting Quarter (mm/yy)	C. No.Hosp.Non-Del.
	D. No.Discharges

5. MCE Study I.D. No.(s)	6. MCE Study Dates				7. Study Conduct. by			8. Study Topic	9. Person Hours Utilized				10.If Study Result of Profile Analysis Give Profile activity #	11.Part. by HCPOTP Specify Type(s)	12.Total # of Criteria Used	13.Total # of Criteria Variations Reduced by 50%
	A. Init. Audit Began	B. Date Completed	C.Re-audit Began	D. Date Completed	Del. Hosp.	Nos. Del.	Nos. Non-Del.		A.Phys.	B. HCPOTP (Specify Type)	C. Tech. Support	D.Cler. Support				

1978

Health Standards and Quality Bureau
Health Care Financing Administration

OMB Approval No. 66-R-0097
Approval Expires 12/81

Medical Care Evaluation Study Report

1. PSRO Number	2. PSRO Name
3. Date Submitted - *(mm/yy)*	4. MCE Study I.D. No.

5. MCE Study Dates

A. Initial Audit Began	B. Date Completed	C. Reaudit Began	D. Date Completed

6. Study Conducted by:

A. [ ] Delegated Hospital B. [ ] PSRO

Nos. Del. _____ Nos. Non-Del. _____

7. Study Topic

8. Motivating Problem

9. Is study a result of profile analysis? Yes_____ No_____

10. Participation by Health Care Practitioner(s) Other than Physician(s) (HCPOTPs)
Specify type(s). _____

11. Total number of criteria used in study _____.

12. Total number of criteria with variations reduced by 50% _____

13. Number in Sample - Enter the number of patients studied. _____

14. Responsibility for implementing recommended actions:

A. [ ] Hospital/Facility Board of Trustees

B. [ ] Medical Records Staff

C. [ ] Hospital/Facility Administration

D. [ ] Medical Audit Committee

E. [ ] Practitioner(s). Specify type(s)_____

F. [ ] Chief of Service. (Specify)_____

G. [ ] Other. (Specify) _____

15. Person Hours Utilized:

A. Physician _____

B. HCPOTP _____

C. Technical Support _____

D. Clerical Support _____

HCFA - 31/Part
This report is required by law (Section 1155(a)(1), P.L. 92-603)
Failure to report may contribute to denial of PSRO contract renewal

Health F... ...ls and Quality Bureau
Health C... ...ancing Administration

OMB Approval No. 66-R-0097
Approval E... ...es 12/81

MCE Study Summary Sheet Format

A. Audit Criteria	B. Variation Rate at Audit	C. Variation Rate at Reaudit	D. Check if the Variations in the Individual Criteria Were Reduced by 50 Percent	E. Major Deficiencies or Problem Areas	F. Recommended Actions (Optional)
			Total		

HCFA 131/Part 2. 10/78
This report is required by law (Section 1155 (b)(1), P.L. 92-603)
Failure to report may contribute to denial of PSRO contract renewal

DELEGATED HOSPITAL FUNCTION COST SUMMARY

OMB Approval No. 66-R-0097
Approval Expires 12/81

Provider:
Name: _____
Number: _____
PSRO:
Name: _____
Number: _____

Delegation Status:
__ Fully Delegated (CR and MCEs)
__ Delegated CR only
__ Delegated MCEs only
__ Delegated MCEs and Partially CR
__ Delegated Partial CR only
For Partial CR:
__ Physician Advisor
__ Review Coordinator

Scope of Review: [check one]
__ Federal Only
__ Federal and Nonfederal Combined Review Program
__ Federal and Nonfederal Separate Review Program

Reporting Period: From:
To:

ADMISSIONS

Category	Acute	SNF	ICF	Totals
Title XVIII				
Title XIX				
Title V				
Nonfederal				
Totals				

TYPE OF REVIEW (check one)
_____ 100% Screening Review
_____ Modified Review (describe briefly)

TYPE OF SUBMISSION (check one)
_____ Estimated
_____ Actual

COST COMPONENTS	FEDERAL OR COMBINED PROGRAM — FUNCTIONS						NONFEDERAL ONLY		
	FTE's No.	Hours	Adm. Cert./ Cont. Stay Conc. Review $	Medical Care Eval. Studies $	Other Review $	Total $	FTE's No.	Hours	Total Other Review $
	1		2	3	4	5	6		7
1. Physicians									
2. Physician Advisors									
3. Other Health Care Prof.									
4. Review Coordinators									
5. Technical Support									
6. Fringe Benefits									
7. Training									
8. Travel									
TOTAL									

Cost Per Admission Certification/ Continued Stay Concurrent Review $ _____

TOTAL COST PER ADMISSION $ _____

Administrator _____ Date

PSRO Executive Director _____ Date

HCFA 153 10/78

This report is required by law (Section 1155 (5)(1), P.L. 92-603).
Failure to report may contribute to denial of PSRO contract renewal.

GSPSRO MONITORING PLAN

MEDICAL CARE EVALUATION STUDIES ONLY

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VII. PENALTIES

VIII. REFINEMENTS TO THE MONITORING PLAN

ATTACHMENTS II, AND III.

EXHIBIT 9

GSPSRO MONITORING PLAN

MEDICAL CARE EVALUATION STUDIES ONLY

I. INTRODUCTION

The purpose of the Greater Sacramento Professional Standards Review Organization (GSPSRO) monitoring of delegated and non-delegated hospitals is quality assurance. The intent of this plan is to state explicitly the steps of the process which will be followed in monitoring the performance of hospitals to determine how well they fulfill the responsibilities defined by the Memorandum of Understanding (MOU) between each individual hospital and the GSPSRO.

II. PHILOSOPHY

The philosophy of the monitoring process is to assure that patient receive quality care according to the standards and practices in the medical community of the GSPSRO five counties (Sacramento, El Dorado, Placer, Yolo, and Nevada). The GSPSRO believes the plan should be thorough, explicity, and congrouous with the current hospital review systems. It is a cooperative endeavor which is not punitive in nature and will provide feedback to the hospitals.

III. OBJECTIVES

The Monitoring Team will look for proper conduct of the studies, the improved quality of care through Continuing Medical Education (CME), and fulfillment of the GSPSRO requirements.

IV. APPROACH

A. Personnel

1. GSPSRO Monitoring Team:

   -Physician,Board appointed
   -MCE Coordinator, Monitoring Coordinator
   -ART

2. Hospital personnel who might be included:

   -Chief of Staff
   -Administrator
   -Contact Person
   -Utilization Review Chairman
   -Director of Medical Care Evaluation Studies
   -Director of Continuing Medical Education
   -Review Coordinator
   -Admissions Nurse or Coordinator
   -Medical Records Person
   -Discharge Planner
   -Other Health Professionals

B. Schedule

The initial monitoring on-site visit will be of an official nature, carefully prepared, beginning with a letter addressed to the Hospital Admin-

B. Schedule (continued)

istrator, Chief of Staff, and contact person. The letter will explain the purpose and plan of the visit, including names of members of the Team, time schedule, date options and necessary hospital personnel. These arrangements can be made by phone, but must be confirmed by an official letter from the GSPSRO. The number and frequency of subsequent visits will be responsive to the characteristics and needs of the individual hospital. Initially, the Team, or at a minimum the Monitoring Coordinator, will visit each delegated hospital on a PRN basis. The Team Physician may also visit on a PRN basis.

As need for technical assistance lessens, the Team could be expected to make visits less often. Monitoring Coordinators will be available by phone to assist any hospital having problems, and will be ready to make non-scheduled visits. The hospital contact person will be the liaison for all interactions with the hospitals, unless otherwise specified.

C. Background

Prior to planning the initial site visit, the Monitoring Team members will become thoroughly familiar with all available information on the hospital. Included may be reports on:

1. JCAH accredition, if included in the MOU (CALS Survey).
2. PSRO Program Report requirements.
3. Delegation Criteria (Attachment II).
4. MOU between hospital and GSPSRO.

D. Responsibilities of Team Members

1. Physician members will monitoring physician MCE studies director activity:

   a) Conduct of MCES and CME.
   b) Use of MCES data/

2. Monitoring Coordinator and/or MCE Coordinaotr will monitor the Review Coordinaotr activities:

   a) Documentation: Report of MCES Meetings.
   b) Knowledge of MCE guidelines: hospital committes involved in studies, knowledge of follow-up education, etc.
   c) Confidentiality.

3. Data Staff activities:

   a) Determine status of confidentiality from Monitoring Coordinator's reports.
   b) Select sample size of patient's records to be reabstracted for review and MCES monitoring.

D. Responsibilities of Team Members (continued)

c) Accredited Records Technician (ART) will:

1) Screen all reports on MCE Studies for completeness.
2) Log number of MCE Studies performed
3) Verifies classification coding of disease and procedures performed, by reabstracint patients' records.
4) Screens all acute MCE Studies performed by hospitals for accuracy, completeness, and timeliness.

E. Training for Monitoring Team Members

1. The Chairman of the Hospital Delegation Evaluation Committee is responsible for training sessions for Team Physicians. This will consist of orientation, a minimum of one session. Included will be review of delegation material and the material in this program.

2. Monitoring Coordinator:

a) Training is the responsibility of the Monitoring Supervisor.
b) Format:

1) Review of PSRO material.
2) Workshops

c) Data Personnel

1) Responsibility of the Technical Support Services Manager.
2) Review of all MCES requirements.
3) Review of Federal Report Requirements.
4) Confidentiality.

V. MONITORING PROCEDURES

A. General: Preparation

1. Monitoring Team will convene to review protocol.

2. Monitoring Team will review monitoring plan and develop guidelines in response to the unique quality of individual hospital, i.e., characteristics, potential problems, and MCES history, if available.

B. Initial On-Site Visit

1. Hospital and GSPSRO personnel meet briefly at the hospital as scheduled. This meeting will be informative, fact-finding, and supportive. It will establish the tone for the monitoring experience. It will let the hospital personnel know what to expect, and what the GSPSRO will be observing. This is an

opportunity to set people at ease and develop a spirit of cooperation.

2. Each GSPSRO Team member meets with the corresponding hospital representative.

3. The Monitoring Team meets alone to review compiled information, and to determine whether any further conferring with hospital representative would be helpful.

4. The Team Leader meets briefly with the hospital administrator prior to departure.

C. Monitoring Coordinator Checklist for Review

D. Medical Care Evaluation Studies

1. Objectives:

a) Long Range Objectives:

1) To evaluate the effectiveness of the hospital MCES program in terms of its impact on the quality of patient care in the hospital.

2) To evaluate the effectiveness of the GSPSRO areawide MCES program.

3) To provide a data base which can be utilized as an instrument of quality assurance in medical care.

4) ". . .To assure that health care services are appropriate to the patient's needs and are of optimal quality.

5) ". . .To assure that the health care organization and administration support the timely provision of quality of care." [1]

b) Immediate Objectives:

1) To assure that MCES are being conducted in the GSPSRO area hospital on a regular basis (number as specified in the delegation criteria.)

2) To assure quality in the MCES process in terms of meeting criteria and standards established by the GSPSRO for acceptable studies.

3) To determine the effectiveness of the MCES/CME

[1] Transmittal No. 43, January 25, 1976, BOA - Michael Goran, M.D.

D. Medical Care Evaluation Studies (continued)

process (through corrective action and restudy) in correcting discrepancies identified in the examination of the quality of medical care delivered in the hospital.

4) To pinpoint areas in hospital MCES programs where corrective action and/or technical assistance is needed.

5. To provide a data base from which education and training in quality assurance procedures can be conducted in order to increase capability of hospitals to conduct quality assurance programs.

VI. CONFIDENTIALITY

A. The GSPSRO currently maintains a confidentiality plan. All data and documents are subject to the GSPSRO confidentiality policy. These confidentiality procedures encompass all facilities and individuals involved in the collection and submission of information to the GSPSRO, processing of that information, and the utilization of data for reporting purposes. A written agreement to that effect between the hospital and the GSPSRO will be required by the GSPSRO, as specified in the MOU with each delegated hospital.

B. The GSPSRO staff will monitor each delegated hospital's maintenance of the GSPSRO confidentiality plan to ascertain whether the guidelines specified in the GSPSRO confidentiality plan have been met. The GSPSRO personnel will record and note any deviations that have occurred on the appropriate monitoring report and will notify the hospitals monthly so that deficiencies can be corrected.

VII. PENALTIES

The GSPSRO will revoke delegation for the following reasons:

1. Breach of confidentiality.

2. Failure to perform review and MCES in a timely and efficient manner.

3. Failure to provide accurate data and timely flow of information to the GSPSRO.

VIII. REFINEMENTS TO THE MONITORING PLAN

The GSPSRO anticipates a need for refinements to the Monitoring Plan. To accomplish this task, each Review Team will be solicited for opinions periodically for items which should be added to or deleted from the Monitoring Plan. Thus, each Review Team will be asked to keep notes

VIII. REFINEMENTS TO THE MONITORING PLAN (continued)

on all questions regarding the Monitoring Plan as to things which should be added or deleted, suggestions and etc., from hospital.

The Monitoring Supervisor and Data Manager will be responsible for the refinements to this plan.

ATTACHMENTS II AND III

Attachment II

Facility: _____

Study Title: _____

MONITORING COORDINATOR'S CHECKSHEET FOR INDIVIDUAL MCES

There must be documentation, organized and readily available on the following:

	No Problem (✓)	Problems/Comments:
1. Selection of Topics: Knownor suspected problem, not confined to diagnoses.		.....
2. Explicit objectives, clearly stated.		.....
3. Objective quality-of-care criteria generated from local practice & acceptable performance levels established for each criterion prior to study		....
4. Sample includes all patients, not limited to Federally-funded.		.....
5. Ratification by providers whose care is being studied.		.....
6. Deviation from ratified guidelines.		.....
7. Identification of problems, measured against #3.		.....
8. Analysis and determination of source of problem		.....
9. Written recommendations for solutions of problems.		.....
10. Reports to all involved personnel and departments.		.....
11. Implementation of recommendations.		.....
12. Timely follow-up study.		.....
13. Evaluation of recommended corrective actions for effectiveness. Did it effect change?		.....
14. Continuing education programs.		.....

Attachment III

CHECKLIST FOR CONDUCT OF MCE STUDIES

	YES	NO
1. Actual conduct of studies: -Studies are being conducted accoridng to hospital's plan. -Designated personnel are performing tasks as planned. -Documentation showing status of each study as it progresses -Recommendations are made to the appropriate departments, committees, and individuals. -The recommendation are implemented by the persons assigned that responsibility. -25% of studies will be completed in each quarter year		
2. Participation in areawide and multi hospital studies conducted by GSPSRO, not to exceed four (4) years.		
3. Reporting Forms: The hospital will fill out the PMIS reporting forms 131, 133, and 135 and additiona forms as requested by GSPSRO for individual studies, and submit them to the GSPSRO within two weeks of the completion of the study.		
4. Follow-UP: It is timely, as scheduled. All revelant key indicators are included. Change has been effected which will result in improvement of patient care, or continuation of care which has been shown to be within quality limits. There must be clear indication as to what action the hospital has taken to remedy the situation.		
5. Continuing Medical Education: Sucessful recommendations should be included in ongoing CME for the staff of the hospital.		
6. Hospital MCE Committee minutes include: summary statistics and anlayses, plus basic parameters.		
7. Written summary of Committee's activities, findings and recommendations to appropriate hospital committees (URC, CME, Administation, Board of Trustees and the GSPSRO MCES Committee).		
8. Retro studies on patterns of care.		
9. Quarterly report of MCES performance will be formulated by the GSPSRO MCES Committee. Copies will be sent to hospital MCES Committee, Continuing Medical Education Committee, Chief of Staff, Administrator and Chairman of the Board.		

FILED

SEP - 4 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

(4)

AGREEMENT NO. 79-338

(Agreement for Emergency Shelter Foster Home)

THIS AGREEMENT, made and entered into this 4th day of September, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and ROBERT AND MARTHA KELLEY, (hereinafter referred to as "PROVIDERS"),

W I T N E S S E T H:

I. RECITALS:

1. COUNTY is desirous of making provisions for shelter care for children requiring temporary or emergency care outside their own homes.

2. PROVIDERS represent that they possess the necessary qualifications to carry out the desired provision of shelter care.

3. PROVIDERS agree to carry out the services for COUNTY described herein, under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

1. PROVIDERS shall make available in their home, on a twenty four (24) hour per day basis, three beds for children requiring temporary or emergency shelter home care.

2. PROVIDERS shall obtain and keep current a foster home license, and shall comply with all state regulations concerning foster home care.

3. PROVIDERS shall receive at any hour of the day or night, seven (7) days per week, up to three children between the ages of 0-18 years, who have been taken into temporary custody as neglected,abused, destitute, or homeless children.

4. PROVIDERS shall refuse to accpet children who are in need of immediate emergency medical care. PROVIDERS may also refuse to accept children who are violent or who are known fire setters. PROVIDERS may not refuse children with colds, flu, or other chronic illnesses not requiring emergency care.

5. PROVIDERS shall make an initial inventory of all personal property in possession of each child received, and mark those items to assure their return to the child when the placement terminates.

6. PROVIDERS shall keep ongoing records, on forms provided by COUNTY, on all removals from and returns to the home of each child during the placement, and any other information requested by COUNTY. All records concerning children shall be kept confidential.

6. PROVIDERS shall not permit any children in their care to be removed from their home by third parties, without the express consent of the social worker in each instance.

8. PROVIDERS shall permit visitation by parents of the children in their care, between the hours of 10:00 a.m. and 9:00 p.m. All visitation is to be by appointment and with the approval of the social worker in charge.

9. PROVIDERS shall cooperate with Yolo County Department of Social Services staff and other community resources in developing, coordinating, and implementing a treatment/casework plan in the best interest of each child.

10. PROVIDERS shall provide transportation to all court appearances, doctors and dentists appointments, school, and other places as necessary. PROVIDERS shall have a valid California

driver's license, and maintain automobile public liability insurance in at least the minimum amounts required by law.

11. PROVIDERS shall make all necessary arrangements for school registration for each child.

12. PROVIDERS shall provide each child placed with care appropriate to the child's needs, including room and board, recreation, available public education, necessary clothing, and medical and dental care. COUNTY shall pay for the necessary clothing, medical and dental care, and other special needs. PROVIDERS shall further provide substitute parenting appropriate to each child, including training, constructive discipline, and supervision by a responsible adult.

13. PROVIDERS shall make all necessary arrangements for hiring backup help. All such help must be at least twenty-one (21) years of age and be approved by the County Department of Social Services.

14. PROVIDERS shall remain in contact with the COUNTY communications operator at all times, except during periods of vacation and weekends off as provided herein.

15. PROVIDERS shall abide by the Civil Rights Act of 1964, and any other Federal or State legislation which prohibits discrimination on the basis of sex, race, religion, handicap or ethnic background in the hiring of employees or in providing services under this agreement.

16. PROVIDERS shall be responsible for the selection and procurement of necessary supplies, food, clothing and incidentals, for maintenance of safe and sanitary standards in their home, and for provision of healthful nutrition to each child. COUNTY will provide the initial supply of special needs, such as diapers; however,

PROVIDERS will be responsible for maintaining such supplies.

17. PROVIDERS shall have one weekend off per month. During this weekend, they will not be required to maintain contact with the Communications Operator. However, any children at the home at the time will continue to be cared for by PROVIDERS whether in the home or away from it. The dates of said weekends off shall be as agreed upon by the Department and PROVIDERS. PROVIDERS agree to give the Department at least one weeks' notice of intended weekend off dates.

18. PROVIDERS shall have one week of vacation per year, under the same terms and conditions as stated above for weekends off. In addition, PROVIDERS shall be entitled to one week of sick leave per year, under the same terms and conditions as for weekends off and vacations. Time off for sickness beyond one week shall result in a pro rata reduction of the monthly amount paid by COUNTY to PROVIDERS as set forth herein.

19. COUNTY shall provide essential background information and any other information concerning the needs of each child, as well as information regarding any dangerous propensities of each child, whenever such information is obtained. COUNTY shall act promptly to remove any child whose physical condition or dangerous propensities reasonably could be foreseen to imperil the property or person of others in PROVIDERS' home. COUNTY shall obtain any necessary emergency care for children before they are placed with PROVIDERS.

20. COUNTY shall provide consultation and/or training to PROVIDERS as necessary for the effective provision of services under this agreement.

21. COUNTY shall pay PROVIDERS the sum of $300.00 per month, irrespective of the number of days on which children have been placed in the home. In addition, for each 24-hour period a child is in the home, COUNTY shall pay the sum of $8.00 for that child, up to a daily maximum of $24.00 for three children. For each placement less than 24 hours, COUNTY shall pay the sum of $4.00 for each child.

22. It is specifically understood that PROVIDERS are independent contractors and are not subject to the direction and control of COUNTY except as to final result. PROVIDERS shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. PROVIDERS agree to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State government as a consequence of this contract.

23. The term of this agreement shall be for a period of ten (10) months beginning on September 1, 1979, and ending on June 30, 1980. This writing contains all of the terms agreed upon by the parties. No other understanding, oral or otherwise, regarding this agreement shall be deemed to exist or to bind any of the parties hereto. This agreement may be amended, modified, or terminated by consent of the parties, in writing. It may be terminated by either party upon sixty (60) days' notice, or by the COUNTY without notice for violation by PROVIDERS of any term or condition of this agreement. Any assignment of this agreement shall require prior written consent of COUNTY. Such consent, once given, shall not be deemed to waive the requirement of consent by COUNTY for any subsequent assignments.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 4th day of September 1979.

COUNTY OF YOLO, a political subdivision of the State of California

BY: Betty O. Marchand
CHAIRPERSON OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

BY: Robert F. Kelley

Marilyn Kelley

PROVIDERS

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By Elizabeth A. Stoltz
DEPUTY COUNTY COUNSEL

FILED

SEP 18 1979

PETER McNAMEE, Clerk
By Debra Conley Hubbard
Deputy

STANFORD SIERRA LODGE

RECEIVED

SEP 18 1979

PETER McNAMEE, Clerk
By _____
Deputy

STANFORD
ALUMNI
ASSOCIATION

Bowman Alumni House • Stanford, California 94305

Telephone 497-2021

AGREEMENT NO. 79-339

CONFERENCE AGREEMENT

Conference name: YOLO COUNTY ADMINISTRATORS

Organization financially responsible:
Yolo County
206 Courthouse
Woodland, California 95695

Representative:
Wanda Shaffer

Conference dates: Begins October 9, 1979 First meal dinner

Ends October 11, 1979 Last meal lunch

Number of participants:
Estimated at time of reservation 25

Confirmed as of _____ _____
(120 days before conference)

American Plan rates, per person per day:

	Single Occupancy (share bath)	Double Occupancy
Lodging, meals, etc.	$ 41.00	$
California sales tax - 6% of meal value	1.08	
Subtotal	$ 42.08	$
Staff gratuity - 5% of subtotal	2.10	
Total charge per person per day	$ 44.18	$

Basic American Plan rates include, in addition to lodging and three meals per day:

- Meeting rooms including set-up
- Courtesy transportation to and from Lake Tahoe airport
- Audio-visual equipment:
  - 35mm slide, 16mm sound movie and overhead projectors
  - Built-in and portable chalkboards and projection screens
  - Portable sound systems
- Coffee/tea breaks with pastry
- Bartending service
- On-site recreation facilities:
  - Tennis (two courts)
  - Volleyball
  - Basketball
  - Badminton
  - Hiking
  - Sailing
  - Canoeing
  - Horseshoes
  - Ping pong

Following items excluded from the American Plan rates may be purchased from the Lodge:
Wine, beer, mixes, soft drinks and special hors d'oeurves.

Nonresident fee including tax and gratuity: $_____ per person per day including lunch.

Nonresident meal rates including tax and gratuity: Breakfast $_____ . Dinner $___ _____.

Reservation deposit: $200.00 required by Oct. 1, 1979. The reservation will be considered firm upon receipt of the deposit payment in full.

Reduced attendance: Groups will be allowed a 10% reduction of the confirmed number of participants. If actual attendance is less than 90% of the confirmed number of participants, a charge of $15.00 per person per day will be assessed for each person under the 90% amount.

Cancellation: Cancellation of the reserved dates may be requested 120 days or more prior to the groups arrival without penalty, and a full refund of the reservation deposit will be made. A cancellation charge of 50% of the deposit will be assessed for cancellation 60 to 120 days prior to the beginning of the conference. A cancellation charge of 100% of the deposit will be assessed for cancellation less than 60 days prior to the beginning of the conference. The Lodge will make every effort to replace the cancelled conference dates with a group of comparable size and duration. If the dates are replaced, all penalty charges will be waived except for a $100.00 administrative service charge.

Pet policy: No pets are allowed on Lodge property.

Responsibility: The Lodge is not responsible for personal injury to guests as a result of accidents due to their own carelessness, nor is it responsible for personal property loss or damage.

The above items and conditions are hereby agreed upon.

David D. Rudd Jr.
Authorized conference representative

Raymond A. Bosch
Stanford Sierra Lodge representative

9/18/79
Date

9/6/79
Date

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By _____
DEPUTY COUNTY COUNSEL

Raymond Bosch, Mgr.
Stanford Sierra Camp
Fallen Leaf, Ca. 95716
(916) 541-1244

RETURN TO:
PETE LUCAS
COURTHOUSE WOODLAND, CA

16662

FILED
SEP 12 1979
PETER McNAMEE, Clerk
By _____ DEPUTY

Recorded Document
FILED
SEP 18 1979
PETER McNAMEE, Clerk
By _____ DEPUTY

AGREEMENT NO. 79-340

(Agreement Amending Land Use Contract)

THIS AGREEMENT, dated this 11th day of September, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and MICHAEL HORGAN and SUSAN HORGAN, husband and wife, as Joint Tenants (hereinafter referred to as "SUCCESSORS"), 13 W. Hacienda, Woodland, California 95695

W I T N E S S E T H:

RECITALS:

1. COUNTY and GLADYS HORGAN, CAROL ANN HORGAN, HAROLD JOSEPH HORGAN, PAUL MARION HORGAN, and IRENE MARIE HORGAN entered into a Land Use Contract, Yolo County Agreement No. 71-127, which was recorded in the Office of the County Recorder of the County of Yolo in Book 967 of Official Records at Page 79.

2. SUCCESSORS are the successors in interest of said Land Use Contract designated therein as OWNERS and are bound by the terms and conditions thereof.

3. SUCCESSORS and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSORS herein.

AGREEMENTS:

1. SUCCESSORS hereby acknowledge and agree to be bound by all the terms and conditions and obligations of said Land Use Contract No. 71-127.

BOOK 1386 PAGE 96

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8275

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSORS herein by delivery personally in writing or by depositing the same in the United States Mail, postage prepaid, addressed as set forth above.

IN WITNESS WHEREOF, SUCCESSORS and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By: Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
SEP 12 1979

ATTEST:
PETER McNAMEE, CLERK

By: Peter E. Lucas
Deputy

(SEAL)

Michael Horgan
MICHAEL HORGAN, "SUCCESSOR"

Susan Horgan
SUSAN HORGAN, "SUCCESSOR"

016652

OFFICIAL RECORDS
YOLO COUNTY, CALIF.
RECORDED AT REQUEST OF
COUNTY of YOLO
SEP 13 8 22 AM '79
PETER McNAMEE
COUNTY RECORDER

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On September 12, 1979, before me, the undersigned County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to mem to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above appearing.

PETER McNAMEE, COUNTY CLERK

By: _____ Deputy

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this 30th day of August, 1979, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared MICHAEL HORGAN and SUSAN HORGAN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 30th day of August, 1979.

_____
NOTARY PUBLIC

(SEAL)

OFFICIAL SEAL
ELIZABETH CHAUDHRY
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires April 8, 1983

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- 3 -

16662

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 157
WOODLAND, CA 95695
TEL. NO. (916) 666-8172

Book

FILED

OCT 9 - 1979

PETER McNAMEE, Clerk
By Debra Corley Fitzhugh
DEPUTY

AGREEMENT NO. 79-341

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of September, 1979, by and between

ANSWELL CONSTRUCTION, INC.

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

REPLACEMENT of BRIDGE No. 95-22.92 and No. 95-20.38 on COUNTY ROAD No. 95.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

REPLACEMENT OF BRIDGE No. 95-22.92 and No. 95-20.38 on

COUNTY ROAD No. 95.

(Plan Index No. 95.01 to No. 95.11) (WO #4295 and 4312)

Approved _____(date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within Ninty (90).(45 Days EA. BR)working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit: Alt: 'A' :-W.O.#4295, Alt."B":-W.O.#4312

ALTERNATE "A" / "B" / "C" Alt. 'C':- W.O. #s 4312 &4295 Combined

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1	Clearing & Grubbing	L.S.	6,000.00	6,000.00
2	Removal of Existing Bridge	L.S.	26,000.00	26,000.00
3	Channel Excavation	330 C.Y.	10.00	3,300.00
4	Structural Excavation (BR.)	240 C.Y.	20.00	4,800.00
5	Structural Backfill (BR.)	120 C.Y.	50.00	6,000.00
6	Furnish Concrete Piles (Class 45-1, ALT., 'Y')	840 L.F.	18.00	15,120.00
7	Drive Concrete Piles	25 EA.	1,200.00	30,000.00
8	Structural Concrete (Bridge) W.O. #4295 170 C.Y. W.O. #4312 160 C.Y.	330 C.Y.	200.00	66,000.00
9	Bar Reinforcing Steel (Bridge) W.O. #4295; 25,000 lbs W.O. #4312; 29,000 lbs	54,000 Lbs.	.45	24,300.00
10	Metal Tube Bridge Railing (Type-115)	221 L.F.	55.00	12,155.00
11	Metal Beam Guard Railing (Wood-Post)	343 L.F.	21.00	7,203.00
12	Cable Anchor Assembly (Breakaway Type A)	8 EA.	370.00	2,960.00
13	Slope Protection	166 C.Y.	40.00	6,640.00
14	15" Corrugated Steel Pipe (0.064" Thick)	6 L.F.	42.00	252.00
15	18" Concrete Pipe (Class III)	8 L.F.	45.00	360.00
			TOTAL	$ 211,090.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

BY Betsy C. Marshall
Chairman of the Board of Supervisors
10/9/79

ATTEST:

PETER McNAMEE Clerk

By Peter E. Lucas, Deputy

BY George Anselmo
George Anselmo
Secretary/Treasurer

ANSWELL CONSTRUCTION, INC.
12703 FOLSOM BLVD.
RANCHO CORDOVA, CALIF. 95670
Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 303256.

BOND NO. 2-105-165
PREMIUM $2,533.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, ANSWELL CONSTRUCTION, INC., as Principal, and THE OHIO CASUALTY INSURANCE COMPANY, a Corporation organized and existing under the laws of the State of OHIO, and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the COUNTY OF YOLO, CALIFORNIA, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of ONE HUNDRED FIVE THOUSAND FIVE HUNDRED FORTY FIVE & NO/100 ONLY----------

DOLLARS ($105,545.00), (Not less than 50% of the total contract price) in lawful money of the United States of America for the payment whereof well and truly to be made to said Entity, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the Entity, which said contract is incorporated herein by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings, special provisions, and specifications entitled

REPLACEMENT OF BRIDGE No. 95-22.92 AND No. 95-20.38 ON C.R. No. 95.

(Plan Index No.95.01 TO 95.11) Work Order Nos. 4295 and 4312

and any changes and modifications which have been or may be made therein as provided by law, reference to which said documents is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company, or Corporation or its subcontractor, shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearances on the part of said Entity shall operate to relieve any surety or sureties from liability on this bond, and consent thereto without notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 26th day of SEPTEMBER, 1979.

ANSWELL CONSTRUCTION, INC.

WITNESS: By:

Deanna J. Kidwell

George Anselmo
Secretary/Treasurer
"Principal"

Approved as to form:

THE OHIO CASUALTY INSURANCE COMPANY
"Surety"

By: James E. Tallon
JAMES E. TALLON, Attorney-in-fact
OK 10-5-79 dk

STATE OF CALIFORNIA
County of SACRAMENTO

On the 26th day of SEPTEMBER in the year One Thousand Nine Hundred and 79, before me JANA B. PILGARD, a Notary Public in and for the County of SACRAMENTO, personally appeared JAMES E. TALLON known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the THE OHIO CASUALTY INS. CO., and acknowledged to me that he subscribed the name of the ANSWELL CONSTRUCTION, INC. thereto, as principal and his own name as Attorney-in-fact.

Jana B. Pilgard
Notary Public in and for the
SACRAMENTO
County of

State of California
My Commission Expires

(Seal)

JANA B. PILGARD
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires January 24, 1981

CERTIFIED COPY OF POWER OF ATTORNEY

THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 14-409

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

Frank A. Dreyer or James E. Tallon
or Joyce O. Hubbard or Jana Pilgard - - - - - - - - of Sacramento, California - - -

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

FIVE MILLION - ($ 5,000,000.00 - -) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

SEAL

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 20th day of December 1976.

(Signed) Richard T. Hoffman
Assistant Secretary

STATE OF OHIO, COUNTY OF BUTLER } SS.

On this 20th day of December A. D. 1976 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Richard T. Hoffman, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

NOTARIAL SEAL BUTLER COUNTY OHIO

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

(Signed) Dorothy Bibee
Notary Public in and for County of Butler, State of Ohio

My Commission expires December 11, 1981.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. **Appointment of Attorney-in-Fact, etc.** The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 26th day of SEPT. A. D., 1979

SEAL

John H. Kahn Jr.
Assistant Secretary

BOND NO. 2-105-165
PREMIUM INCLUDED

PAYMENT BOND ON PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS:

That We, ANSWELL CONSTRUCTION, INC., as Principal, and THE OHIO CASUALTY INSURANCE COMPANY, a Corporation organized and existing under the laws of the State of OHIO, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the COUNTY OF YOLO, California, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, and unto any and all persons entitled to file claims under Section 3181 of the Civil Code of the State of California, and this bond shall inure to the benefit of any and all such persons so as to give them a right of action to them or their assigns in any suit brought upon this bond, and whose claims have not been paid by the Contractor, company or corporation, in the just and full sum of ONE HUNDRED FIVE THOUSAND FIVE HUNDRED FORTY FIVE AND NO/100 ONLY ----------

DOLLARS ($105,454.00) (not less than 50% of the total contract price) in lawful money of the United States of America, for the payment whereof well and truly to be made to said COUNTY OF YOLO and to said persons jointly or severally, the said Principal and surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the entity, which said contract is incorporated herein, by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings and specifications entitled

REPLACEMENT OF BRIDGE No. 95-22.92 and No. 95-20.38 on COUNTY ROAD No. 95.

(Plan Index No.95.01 to 95.11) (W.O. #4295 and W.O.#4312)

reference to which said documents and any changes and modifications which have been or may be made therein as provided by law, is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company or Corporation or its subcontractor, fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by such claimant in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Chapter 7 of Title 15 of Part Four of Division III of the Civil Code of California, providing for contractor's bond; provided, also that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearance on the part of said entity shall operate to relieve any surety or sureties from liability on this bond, and consent given and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 26th day of SEPTEMBER, 1979.

ANSWELL CONSTRUCTION, INC.

WITNESS: By George Anselmo

Deanna J. Kidwell By George Anselmo
Secretary/Treasurer
"Principal"

THE OHIO CASUALTY INSURANCE COMPANY
"Surety"

Approved as to form:

Attorney for Entity By James E. Tallon
JAMES E. TALLON, Attorney-in-fact
OK 10-5-79 dk

On this 26th day of SEPTEMBER in the year One Thousand Nine Hundred and 79, before me, JANA B. PILGARD, a Notary Public in and for the County of SACRAMENTO, personally appeared JAMES E. TALLON known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the THE OHIO CASUALTY INS. CO., and acknowledged to me that he subscribed the name of the ANSWELL CONSTRUCTION,INC, thereto as Principal and his own name as Attorney-in-fact.

Jana B. Pilgard
Notary Public in and for the
County of SACRAMENTO

State of California
My Commission Expires 1-24-81

JANA B. PILGARD
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires January 24, 1981

CERTIFIED COPY OF POWER OF ATTORNEY

THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 14-409

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

Frank A. Dreyer or James E. Tallon or Joyce O. Hubbard or Jana Pilgard - - - - - - - - of Sacramento, California - - -

its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

FIVE MILLION - ($ 5,000,000.00 - -) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

SEAL

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 20th day of December 1976.

(Signed) Richard T. Hoffman

Assistant Secretary

STATE OF OHIO, COUNTY OF BUTLER } SS.

On this 20th day of December A. D. 19 76 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Richard T. Hoffman, Assistant Secretary - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

NOTARIAL SEAL BUTLER COUNTY OHIO

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

(Signed) Dorothy Bibee

Notary Public in and for County of Butler, State of Ohio

My Commission expires December 11, 1981.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 26th day of SEPT A. D., 1979

SEAL

Assistant Secretary

B-4300-C 10-74-3M

Book

MODIFICATION # AGREEMENT NO. 79-342

REQUEST FOR MODIFICATION TO AGREEMENT # 79-309
MODIFICATION # 001

REQUEST DATE 9/18/79

CETA TITLE: II-D PSE

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: Rural Research Access Project, Inc.

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 1,714 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The purpose of this modification is to add newly authorized positions - 2 Nursery Management Trainees to the existing II-D contract.

FILED
OCT - 1 1979
PETER McNAMEE, Clerk
By Vickie Illyseyer
Deputy

MODIFICATION

The attached operating budget and position listing supersede those currently in the contract.

$4,102
New grant total and fixed price

X Martin K Burg 9/28/79
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC N/A [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

[ ] Request for modificaiton denied

[X] Request for modificaiton approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Betty A. Marchand SEP 18 1979
Signature of Authorized Officer Date

September 1, 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. 001 DATE 9/10/79

Subgrantee Name and Address:

Rural Research Access Project, Inc.
Box 428
Winters, CA 95694

Contact Person Martin Barnes
Phone Contract No.
Period: From 9/1/79 To 9/30/79
Program Name II-D PSE

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.			796					796
SEPT.			3,306					3,306
TOTAL			4,102					4,102

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.							
MAY							
JUNE							
JULY							
AUG.			647	149			796
SEPT.			2,588	718			3,306
TOTAL			3,235	867			4,102

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Martin Barnes, ex director
Name and Title of Authorized Official

x Martin Barnes 9/20/79
Signature Date

For CETA Approval Only:

Accountant 9-14-79
Date

Principal Administrative Analyst 9-14-79
Date

YC 108 (10-78)

POSITION LISTING

TITLE II-D

Rural Research Access Project, Inc.

	Position	Salary 8-15-79	Benefits to 9-30-79	Total
One	Duplicating Machine Operator 1.5 months @ 647/132	$ 970	$ 198	$ 1,168
One	Energy Conservation Trainee 1.5 months @ 647/166	971	249	1,220
Two	Nursery Management Trainee 1.0 months @ 647/210	1,294	420	1,714
		$ 3,235	$ 867	$ 4,102

Position deleted MLB

MODIFICATION # RECEIVED OCT 2 1979 AGREEMENT NO. 79-343

EQUEST FOR MODIFICATION TO AGREEMENT # 79-315 REQUEST DATE 9/18/79

ETA TITLE: II-D PSE CORRESPONDS TO ANNUAL PLAN MOD # N/A

ROGRAM NAME: Praul Center for Educational and Behavoral Change, Inc.

hanges herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 763 [ ] Decreased by $ _____

he above number contract is to be modified as follows: (Attach support documents)

ENERAL INTENT

The purpose of this modification is to add the newly authorized position of Maintenance Worker/Custodian to the existing contract and to add special conditions relating to the new position to the contract.

ODIFICATION

The attached operating budget and position listing supersede those currently in the contract. The attached Special Conditions are added to the contract.

$1,809
ew grant total and fixed price

X _____ 9/20/79
Signature of program operator Date

ecommendation and/or comments by staff: [X] Approve [ ] Disapprove

FILED
OCT - 4 1979
PETER McNAMEE, Clerk
By _____ Deputy

ecommendation of the MAPC N/A [ ] Approve [ ] Disapprove

CTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

[ ] Request for modificaiton denied

[X] Request for modificaiton approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X _____ SEP 18 1979
ignature of Authorized Officer Date

September 1, 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, CA 95695

CETA TITLE IID OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. 001 DATE 9/10/79

Subgrantee Name and Address:
Praul Center for Educational and
Behavioral Change, Inc.
Box 405
Davis, CA 95616

Contact Person Evelyn Praul
Phone 756-2879 Contract No.
Period: From 9/1/79 To 9/30/79
Program Name II-D PSE

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.			349					349
SEPT.			1,460					1,460
TOTAL			1,809					1,809

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.							
MAY							
JUNE							
JULY							
AUG.			285	64			349
SEPT.			1,186	274			1,460
TOTAL			1,471	338			1,809

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Evelyn Praul Director
Name and title of Authorized Official

X
Signature

9/12/79
Date

For CETA Approval Only:

Accountant — 9-14-79 Date

Principal Administrative Analyst — 9-19-79 Date

CC 108 (10-78)

POSITION LISTING

TITLE II-D

Praul Center of Educational and Behavioral Change, Inc.

	Position	Salary 8-15-79 to 9-30-79	Benefits 8-15-79 to 9-30-79	Total
One	Child Care Trainee 1.5 months @ 570/127	$ 855	$ 191	$1,046
One	Maintenance Worker/Custodian 1.0 months @ 616/147	616	147	763
		$ 1,471	$ 338	$1,809

Special Conditions

Praul Center for Educational and Behavioral Change, Inc., in receiving funds under Title II-D of the Comprehensive Employment and Training Act for employing a Maintenance Worker/Custodian, agrees to the following special conditions:

1. That a long-term unemployed person from the City of Davis be hired for the position;

2. That arrangements will be made for the participant to attend appropriate training courses to enhance the participant's overall long-term employability; and that such arrangements for training will be approved in writing in advance by the Prime Sponsor;

3. That the CETA position will not be used to reduce the funds presently in the maintenance budget of the Praul Center.

(Authorized Signature)

(Legal Name of Subgrantee)

9/3/79
(Date)

Book

MODIFICATION

AGREEMENT NO. 79-344

REQUEST FOR MODIFICATION TO AGREEMENT # 79-309
MODIFICATION # 002

REQUEST DATE 9/18/79

CETA TITLE: II-D PSE

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: Rural Research Access Project, Inc.

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 779 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The purpose of this modification is to add a newly authorized position, a Clerk/Typist, to the existing II-D contract, and to add a set of special conditions requested by the Board of Supervisors relating to the segregation of all political activities from the functions of the Clerk/Typist position.

MODIFICATION

The attached operations budget and position listing supersede those currently in the contract, and the attached special conditions are added to the contract.

$4,881
New grant total and fixed price

X Martin N Barnes 9/24/79
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

FILED

OCT - 1 1979

PETER McNAMEE, Clerk

By _____ Deputy

Recommendation of the MAPC N/A [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

[ ] Request for modificaiton denied

[X] Request for modificaiton approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Betsy C. Marchand SEP 18 1979
Signature of Authorized Officer Date

September 1, 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95695

CETA TITLE I OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. 002 DATE 9/10/79

Subgrantee Name and Address:

Rural Research Access Project, Inc.

P. O. Box 428

Winters, CA 95694

Contact Person Martin Barnes

Phone 795-2719 Contract No.

Period: From 9/1/79 To 9/30/79

Program Name II-D PSE

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.			796					796
SEPT.			4,085					4,085
TOTAL			4,881					4,881

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.							
MAY							
JUNE							
JULY							
AUG.			647	149			796
SEPT.			3,235	850			4,085
TOTAL			3,882	999			4,881

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature 9/24/79 Date

Accountant 9-14-79 Date

Principal Administrative Analyst 9-14-79 Date

C 108 (10-78)

POSITION LISTING

TITLE II-D

Rural Research Access Project

	Position	Salary 8-15-79 to 9-30-79	Benefits	Total
One	Duplicating Machine Operator 1.5 months @ 647/132	$ 970	$ 198	$ 1,168
One	Energy Conservation Trainee 1.5 months @ 647/166	971	249	1,220
Two	Nursery Management Trainee 1.0 months @ 647/210	1,294	420	1,714
One	Clerk/Typist 1.0 months @ 647/132	647	132	779
		$ 3,882	$ 999	$ 4,881

Position deleted MKB

Special Conditions

The Rural Research Access Project agrees to absolutely segregate the functions of the CETA funded Clerk Typist position from any direct or overt political involvement that it has, including, but not limited to the newsletter "Winds of Change." The Clerk Typist position will not be used to provide any clerical support activities or other activities for any political advocacy or other political activities, and will be used only to provide public services in relation to conservation, energy, and environmental education activities.

Martin D. Bang
Authorized Signature

9/12/79
Date

BK

AGREEMENT NO. 79-345

This agreement is entered into this first day of July, 1979, by and between the State of California, Department of Justice, and the undersigned county of the State of California.

Pursuant to Section 11050.5 of the California Penal Code, the parties agree as follows: The Department of Justice (hereafter referred to as the DOJ) agrees to provide blood alcohol services for the contracting county. Services will be provided by the Forensic Alcohol Laboratories of the Bureau of Forensic Services, Department of Justice. Services as defined will be provided at the cost of $20.00 per subject tested for the current fiscal year.

Services defined:

1. Laboratory analysis of blood and urine samples for alcohol. The cost of drug analysis in addition to alcohol, when available, will be included as part of the uniform fee charged per subject tested.

2. Upon request, blood and urine sample containers, envelopes and mailers as normally provided by DOJ.

3. Administrative and logical support of field breath alcohol tests utilizing the INTOXILYZER breath instrument including all associated accessories and supplies.

4. Provide and maintain INTOXILYZER breath test instruments at established locations and new locations as caseload warrants. This service includes complete instrument repair services as required for all DOJ INTOXILYZERS.

5. Consultation and expert testimony on the technical aspects of all analyses performed including the interpretation of the results relative to driving impairment on cases analyzed by DOJ.

6. Training and retraining of certified breath test (INTOXILYZER) operators to establish and maintain their proficiency as required by Title 17, Administrative Code Regulations.

7. Upon request, and as appropriate, provide legal counsel from Attorney General's staff in problems related to DUI enforcement.

Upon completion of the aforementioned services, the contracting county agrees to pay the Department of Justice the amount of $20.00 for each subject tested for alcohol and/or drugs in their county, or a city within their county, by the Department of Justice. This payment is to be made on a monthly basis.

The Department of Justice agrees to provide to the contracting county a monthly statement for billing purposes. The statement will be sent to the following county administrative office:

Name: District Attorney's Office
Address: P. O. Box 412
City/State: Woodland, CA 95695

The Department of Justice agrees to provide upon request by the contracting county an itemized accounting of the specific testing services performed.

County payments for services must be returned to the California Department of Justice, Reimbursement Management, 1315 5th Street, Sacramento, California, 95819.

The period of this agreement is July 1, 1979, through June 30, 1980.

FILED

APR 17 1980

PETER McNAMEE, Clerk
By Deborah Colvin Ford
DEPUTY

State of California
Department of Justice

County of YOLO
State of California

Authorized Signature — Date

Authorized Signature — Date

SEP 25 1979

Chief, Financial Accounting
and Information System
Title

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
Title

County of YOLO
Board of Supervisors

Approved as to Form

Dated .....

County Counsel of Yolo County

AGREEMENT NO. 79-346

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FUNDING APPROVAL UNDER TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (Public Law 93-383), AS AMENDED

1. NAME OF APPLICANT	2. APPLICATION GRANT NO.
County of Yolo	B-79-DS-06-0005
3. APPLICANT'S ADDRESS (Include Street, City, County, State and Zip Code)	4. DATE OF APPLICATION
County Courthouse, Room 202 Woodland, California 95695	July 2, 1979
	5. DATE OF HUD RECEIPT OF APPLICATION
	July 2, 1979
Yolo County	6. [X] Original Funding Approval [ ] Amendment. Amendment No.

All section references below are to the Housing and Community Development Act of 1974, as amended, unless otherwise indicated.

7. CATEGORY OF COMMUNITY DEVELOPMENT BLOCK GRANT FOR THIS FUNDING ACTION
(Check only one)

a. [ ] Metropolitan Entitlement (Sec. 106)
b. [X] Metropolitan Discretionary (Sec. 106)
c. [ ] Non-Metropolitan Entitlement (Sec. 106)
d. [ ] Non-Metropolitan Discretionary (Sec. 106)
e. [ ] Secretary's Discretionary (Sec. 107)
f. [ ] Categorical Program Settlement Grants (Sec. 103(b))

FILED
SEP 25 1979
PETER McNAMEE, Clerk
By PETE [illegible] LUCAS
DEPUTY

8. AMOUNT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS APPROVED

a. Amount of CDBG Funds Currently Reserved for this Applicant . . . . . $ 225,500
b. Amount of CDBG Funds Now Being Approved for this Applicant . . . . . $ 225,500
c. Amount of Reservation to be Cancelled (Line 8a minus 8b) . . . . . $ -0-

HUD ACCOUNTING USE ONLY

BATCH	TAC	PROGRAM	Y	A	REG	AREA	DOCUMENT NO.	PROJECT NUMBER	- S
	1 5 3 1 7 6						7 0 8 2		
1	4	9	12	13	14	15	16	23 30	35

CATEGORY	AMOUNT 1	EFFECTIVE DATE	F	AMOUNT 2	SCHEDULE NO.
38	41 45 50	54	60	61 65 70	74 79

9. DISTRIBUTION OF APPROVED COMMUNITY DEVELOPMENT BLOCK GRANT

a. Grant Amount Budgeted by Locality for Repayment of Urban Renewal Loans . . . . . $ -0-
b. Grant Amount Withheld for Payment of Principal and Interest on Loans Guaranteed Pursuant to Sec. 108 . $ -0-
c. Grant Amount Deducted by HUD to Settle Outstanding Urban Renewal Loans (Sec. 112(a)(1)) . . . . . $ -0-
d. Sum of lines 9a, 9b, and 9c . . . . . $ -0-
e. Amount of Approved CDBG Available for Disbursement (Line 8b minus 9d) . . . . . $ 225,500

Previous Editions are Obsolete

HUD-7082 (8-78)

INSTRUCTIONS

BLOCK NO.

1. Enter the Applicant's name as shown in Item 4 of Standard Form 424.

2. Enter the number shown in Item 30 of Standard Form 424. NOTE: If reallocated funds are being made available as a supplement to an existing grant, enter in addition to the reallocated number the existing grant number (i.e., the complete number of the original grant which may be of a different type or from a different year of fund authorization).

3. Enter the Applicant's complete address as shown in Item 4 of Standard Form 424.

4. Enter the date of application or amendatory shown in Item 23 of Standard Form 424.

5. Enter the month, day and year that the application or amendatory was received, provided that it was judged to be complete, and the 75 day period was started in accordance with 24 CFR 570.311. If the application was incomplete, enter the date that the additions which made it complete were received. Complete only when 7a or 7c is checked.

6. Check the appropriate box. Check "Original Funding Approval" for the first funding approval form executed under the grant number shown in Block No. 2. Check "Amendment" for subsequent funding approval forms executed under the same grant number. Number amendments under the same grant number consecutively, starting with "1."

7. Check the appropriate box.

8. The amounts entered in this block shall pertain only to funds appropriated for CD Block Grants. They shall not include amounts pertaining to surplus urban renewal funds, which are handled separately in Block No. 10.

   a. Enter the amount of CDBG funds currently reserved for this Applicant under the grant number shown in Block No. 2. If amendment, enter the amount of CDBG funds which have been reserved since the completion of the previous Funding Approval form.

   b. Enter the amount of CDBG funds now being approved for this Applicant. If amendment, enter only the increase (+) or decrease (–) in the amount of CDBG funds approved for use by this Applicant under the grant number shown in Block No. 2.

   c. Subtract the amount on line 8b from the amount on line 8a and enter the difference on this line.

9. The amount entered in this block shall pertain only to the distribution of the grant amount approved on line 8b.

   a. Enter the amount voluntarily budgeted by the locality for repayment of urban renewal loans. Attach schedule indicating the following for each loan:
   Project Number: _____
   Amount of CDBG funds budgeted for loan repayment: $_____

   b. Enter the amount to be withheld for payment of principal and interest due the purchaser of notes or other obligations guaranteed pursuant to section 108 or, if applicable, for repayment due the United States as a result of guarantees made pursuant to section 108.

   c. Enter the amount deducted by HUD pursuant to 24 CFR 570.802 to be used for repayment of urban renewal loans. Attach schedule, indicating the following for each loan:
   Project Number: _____
   Amount of CDBG funds to be applied to loan repayment: $ _____

   d. Add the amounts on lines 9a, 9b, and 9c and enter the sum on this line.

   e. Subtract the amount on line 9d from the amount on line 8b and enter the difference on this line. This is the amount of CDBG funds made available by this Funding Approval form for disbursement through the grant payment system (e.g., letter of credit).

10. AMOUNT OF SURPLUS URBAN RENEWAL FUNDS APPROVED AND BALANCE AVAILABLE *(Sec. 112(b))*

a. Amount of Surplus U.R. Funds Reserved for this Applicant ..... $ --0--
b. Amount of Surplus U.R. Funds Now Being Approved ..... $ --0--
c. Balance of Surplus U.R. Funds Available for Future Use *(Line 10a minus 10b)* ..... $ --0--

HUD ACCOUNTING USE ONLY

BATCH	TAC	PROGRAM	V	Z	REG	AREA	DOCUMENT NO.	PROJECT NUMBER	- S
1 2	15 3 17 6	9	12	13	14	16	7 0 3 2 18	23 30	35

CATEGORY	AMOUNT 1	EFFECTIVE DATE	F	AMOUNT 2	SCHEDULE NO.
36	41 45 50	54	60	61 65 70	74 79

11. MAXIMUM AMOUNT OF LOAN GUARANTEE COMMITMENT AVAILABLE AND AMOUNT NOW BEING APPROVED

a. Applicant's Latest Entitlement Amount -- $_____ x 3	$
b. Grant Amount Required by HUD to be Applied to Urban Renewal Loans	$ --0--
c. Amount of Outstanding Loans *(Including Principal and Interest Thereon)* Guaranteed Pursuant to Section 108	$ --0--
d. Amount of Outstanding Loan Guarantee Commitments Approved Pursuant to Section 108	$ --0--
e. Maximum Amount of Loan Guarantee Commitment Available *(Line 11a minus 11b, 11c, and 11d)*	$ --0--
f. Amount of Loan Guarantee Commitment Now Being Approved	$ --0--

12. RECIPIENT OF LOAN GUARANTEE *(Check Applicable Box)*

a. ☐ Applicant Identified in Block No. 1

b. ☐ Public Agency Designated by Applicant as Grantee to Receive Loan Guarantee *(Name and Address)*

NOT APPLICABLE

10. Complete only if surplus grant funds remained after the financial settlement of urban renewal and/or NDP project(s), and those funds have been reassigned to this Applicant. Reference: 24 CFR 570.801.

a. Enter the amount of surplus U. R. funds reserved for this Applicant. Verify this amount with the Regional Accounting Division. On the first Funding Approval form in which this block is completed, enter the total amount of surplus U. R. funds reserved for this Applicant via Form HUD-718. On subsequent Funding Approval forms, whether original or amendment, enter the balance of surplus U. R. funds available for future use, as shown on line 10c of the previous Funding Approval form, plus any additional amount of surplus U. R. funds reserved for this Applicant via Form(s) HUD-718.

b. Enter the amount of surplus U. R. funds now being approved for use by this Applicant. This amount will be disbursed through the grant payment system being used for CDBG funds (e. g., letter of credit). If a letter of credit is being used to disburse CDBG funds, the same letter of credit will be used to disburse surplus U. R. funds.

c. Subtract the amount on line 10b from the amount on line 10a and enter the difference on this line.

11. a. Enter an amount equal to three times the Applicant's latest entitlement amount.

b. Enter the amount of grant funds required by HUD to be applied to the repayment of urban renewal temporary loans pursuant to 24 CFR 570.802. Reference: 24 CFR 570.703(a).

c. Enter the amount of outstanding loans (including principal and interest thereon) guaranteed pursuant to Section 108.

d. Enter the amount of outstanding commitments to guarantee loans made pursuant to Section 108 (approved commitments minus outstanding loans guaranteed).

e. Subtract the amounts on lines 11b, 11c, and 11d from the amount on line 11a and enter the difference on this line.

f. Enter the amount of the loan guarantee commitment now being approved for this Applicant. NOTE: the amount approved cannot exceed the amount on line 11e.

12. Check the appropriate box. Enter the name and complete address (Street, City, County, State and ZIP Code) of any public agency designated. The public agency must execute the Acceptance Provision as a party to the grant agreement.

13-18. Complete applicable sections.

13. Waiver of Certain Application Requirements for Section 106 Grants

☐ The application requirements of Section 104(a)(1), (2) and (3) are waived pursuant to Section 104(b)(3), except
1 as indicated below:

NONE

14. Determination Regarding Particularly Urgent Needs to be Met by Proposed Activities

☐ HUD has determined that the activities described in the application as supporting community development needs
1 having a particular urgency, as specifically described in the application, are designed to meet such needs.

NONE

15. Environmental Review Actions

(a) ☐ The Applicant lacks legal capacity to assume environmental responsibilities under Section 104(h). HUD
1 has prepared and circulated a final Environmental Impact Statement on the application.

(b) ☒ The Applicant has legal capacity to assume environmental responsibilities under Section 104(h) and has
2 submitted requests for release of funds and certifications approved by HUD under Section 104(h)(2) for all projects which are subject to the environmental review requirements of 24 CFR Part 58 and require HUD release of funds, except those listed under Item 16(a) hereof.

16. Conditional Approvals on Use of Funds

The obligation or utilization of funds for the activities shown below, except as provided under subsection (a), is prohibited without the further express written authorization of HUD.

(a) Projects requiring HUD written release of funds under Section 104(h)(2): *(However, funds may be obligated or utilized for: (1) the payment of reasonable administrative costs related to the planning and execution of projects listed in this subsection and (2) other related activities specified under 24 CFR 58.21 as exempt from environmental review requirements, including eligible planning, design, and environmental activities.)*

NONE

(b) Sec. 105 (a) (8) public services determined necessary or appropriate for which other Federal assistance may be available:

NONE

(c) Sec. 105 (a) (2) flood or drainage facilities for which other Federal assistance may be available:

NONE

(d) Any activities within the preceding categories which will be undertaken as a result of program amendments, or as unspecified local option activities.

NONE

(e) Activities affected by failure to comply with applicable HUD regulations or law: (The specific regulation or law with respect to each activity listed, and the corrective actions required to remove the conditional approval, are cited as Special Conditions in Item 18.)

NONE

17. Ineligible Activities Reducing Section 106 Grant Entitlement

☐ Application for funding of the following proposed activities, determined by HUD to be ineligible under Title I of the Act, is disapproved and the Applicant's Sec. 106 grant entitlement has been reduced in the amount shown below:

1

NONE

Proposed Activity	Amount
Total:	

18. Special Conditions and Modifications of Grant Agreement

Notwithstanding any other provision of the Grant Agreement, the grant approval is conditioned subject to the requirement that, within 60 days after publication for effect of HUD regulations implementing the 1978 amendment to the "expected to reside" provisions of section 104(a) of the Housing and Community Development Act of 1974, as amended, the grantee shall submit any amendments to its Housing Assistance Plan which may be necessary to conform to such regulations.

Failure to comply with this requirement shall be cause for HUD to restrict further obligations or expenditures by the grantee until the Housing Assistance Plan is in conformance with such regulations, as determined by HUD; to reduce the balance of the FY 1979 grant down to zero pursuant to 570.910(b)(10) of the regulations; and to recover or offset any expended funds under such remedies for non-compliance as are appropriate.

☐ Check if continued on extra sheet and attach.

The funding approval indicated above for utilization of the assistance provided thereunder in accordance with the approved application, subject to the requirements of Title I of the Housing and Community Development Act of 1974 (P.L. 93-383), as amended, and the Department of Housing and Urban Development's rules and regulations, and the execution of a Grant Agreement in accordance therewith, is hereby authorized for the program year beginning on September 1, 1979.

Date: SEP 12 1979

Secretary of Housing and Urban Development

By: Henry Dishroon
(Signature)

AREA MANAGER
(Title)

Date Applicant notified that funding has been authorized: SEP 14 1979

HUD-7082 (8-78)

ACCEPTANCE PROVISIONS

The Grant Agreement, authorized by the Department of Housing and Urban Development on SEP 12 1979 under the Funding Approval for application/grant number B-79-DS-06-0005, is hereby accepted by the Applicant as Grantee under the Agreement; and the Applicant/Grantee agrees to comply, and to accept responsibility for compliance by any public agency designated as Grantee to receive loan guarantee assistance and by any public or private non-profit entity, local development corporation, or small business investment corporation carrying out grant activity on behalf of the applicant, with the terms and conditions of the Agreement, applicable law, regulations and all requirements of HUD, now or hereafter in effect, pertaining to the assistance provided.

COUNTY OF YOLO
(Name of Applicant/Grantee)

By: X Betsy A. Marchand
(Signature of Authorized Official)

CHAIRPERSON, BOARD OF SUPERVISORS
(Title)

SEP 25 1979
(Date)

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

GRANT AGREEMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Upon execution of the Acceptance Provisions of this Grant Agreement, the Department of Housing and Urban Development (HUD) agrees to provide to the Grantee the Federal assistance under Title I of the Housing and Community Development Act of 1974 (P.L. 93-383) authorized by the Funding Approval identified therein, subject to the terms and conditions of this Grant Agreement, applicable law, regulations and all other requirements of HUD now or hereafter in effect. The Grant Agreement is effective with respect to such assistance as of the date the acceptance is executed and consists of each Funding Approval and acceptance hereto attached, together with the HUD approved application specified therein, including any Assurances, certifications, maps, schedules or other submissions made with respect thereto, the HUD Community Development Block Grant Regulations at 24 CFR Part 570 and the following General Terms and Conditions:

1. Definitions: Except to the extent modified or supplemented by the Grant Agreement, any term defined in Title I of the Housing and Community Development Act of 1974 or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein.

(a) Agreement means this Grant Agreement, as described above and any amendments or supplements thereto.

(b) Applicant means the entity designated as such in the Funding Approval.

(c) Grantee means each entity designated as a recipient for grant or loan guarantee assistance in the Funding Approval and signing the acceptance provisions as Grantee under the Agreement.

(d) Assurances, when capitalized, means the certifications and assurances submitted with grant applications pursuant to the requirements of 24 CFR Part 570.

(e) Assistance provided under this Agreement means the grants and any loans secured by loan guarantees provided under this Agreement.

(f) Program means the community development program, project, or other activities, including the administration thereof, with respect to which assistance is being provided under this Agreement.

2. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:

This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

3.

The Grantee shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the section 3 clause set forth in 24 CFR 135.20(b).

The Grantee shall provide such copies of 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the section 3 clause.

3. Flood Disaster Protection:

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area

identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

4. Equal Employment Opportunity:

(a) Activities and contracts not subject to Executive Order 11246, as amended. In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Grantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall

post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Grantee shall incorporate the foregoing requirements of this paragraph (a) in all of its contracts for program work, except contracts governed by paragraph (b) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

(b) Contracts subject to Executive Order 11246, as amended. Such contracts shall be subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130 applicable to HUD assisted construction contracts.

The Grantee shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure

that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspecuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and

relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Grantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Grantee so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Grantee agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the Grantee agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the Grantee under the program with respect to which the failure or refusal occured until satisfactory assurance of future compliance has been received from such Grantee; and refer the case to the Department of Justice for appropriate legal proceedings;

5. Lead-Based Paint Hazards:

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. Any grants or loans by the Grantee for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the

provisions for the elimination of lead-base paint hazards under subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under section 35.14(f) thereof.

6. Compliance with Air and Water Acts:

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the Grantee shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

(1) A stipulation by the contractor of subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42USC 1857c-8) and section 308 of the Federal Water Pollution Control Act, as amended, (33USC 1318) relating to inspection, monitoring, entry, reports, and information,

as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

7. Federal Labor Standards Provisions:

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Grantee and all contractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agree-

ment, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payments of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by State or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher rates. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5.

No award of the contracts covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

8. Nondiscrimination Under Title VI of the Civil Rights Act of 1964:

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for

such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenant. The Grantee, in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

9. Obligations of Grantee with Respect to Certain Third Party Relationships:

The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Grantee. Any Grantee which is not the Applicant, shall comply with all lawful requirements of the Applicant necessary to insure that the program with respect to which assistance is being provided under this Agreement to the Grantee is carried out in accordance with the Applicant's Assurances and certifications, including those with respect to the assumption of environmental responsibilities of the Applicant under section 104(h) of the Housing and Community Development Act of 1974.

10. Interest of Certain Federal Officials:

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of

this Agreement or to any benefit to arise from the same.

11. Interest of Members, Officers, or Employees of Grantee, Members of local Governing Body, or Other Public Officials:

No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The Grantee shall incorporate, or cause to incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

12. Prohibition Against Payments of Bonus or Commission:

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical,

consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL — YOLO COUNTY AGREEMENT NO. 79-347

STATE OF CALIFORNIA

CONTRACTOR'S COPY

THIS AGREEMENT, made and entered into this 21st day of August 19 79, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

P.C. 814

CONTRACTOR
STATE AUDITOR
DEPT. OF GENERAL SERVICES
CONTROLLER
CLEARED
CCC [illegible]
DEPT. [illegible]
12-28-79

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	Employment Development Department California State Office of Economic Opportunity	7800-7119 Am. 1

hereinafter called CSOEO and

Yolo County for Yolo County Economic Opportunity Commission

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to CSOEO services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

AMENDMENT NO. 1

This Agreement for an Energy Conservation Program entered into on September 4, 1978 is hereby amended as follows:

1) The termination date of this agreement as set forth in Article 8 is changed from September 30, 1979 to December 31, 1979.

FILED

JAN 10 1980

PETER McNAMEE, Clerk
By Debra Berlingeri Hood
DEPUTY

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Employment Development Department California State Office of Economic Opportunity	CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.): Yolo County for Yolo County Economic Opportunity Commission
BY (AUTHORIZED SIGNATURE): [signature]	BY (AUTHORIZED SIGNATURE): [signature]
TITLE: Director - CSOEO	TITLE: Chairperson Board of Supervisors
	ADDRESS: Yolo County Courthouse Woodland, California 95695

Department of General Services — Use Only — Contract — Budget

Department of General Services
APPROVED
BY [signature]
Asst. Chief Counsel

AMOUNT ENCUMBERED $
UNENCUMBERED BALANCE $
AMT. ENCUMBERED BY THIS DOCUMENT $
AMT. ENCUMBERED TO DATE $
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.
SIGNATURE OF ACCOUNTING OFFICER
APPROPRIATION
ITEM
CHAPTER
STATUTES
FUND
FISCAL YEAR
FUNCTION
OBJECT OF EXPENDITURE
T.B. A/C
DATE

2) The last sentence in Article 10 is revised to read, "CSOEO will commence liquidating the advance as early as the last six months but no later than the last two months of this Agreement depending on the level of expenditures by Contractor."

3) The poverty guidelines in Article 11.a(1) are revised as follows:

Family Size	Non-Farm Family	Farm Family
1	4,250	3,637
2	5,625	4,800
3	7,000	5,963
4	8,375	7,125
5	9,750	8,288
6	11,125	9,450

For family units with more than six members, add $1,375 for each additional member in a non-farm family and $1,163 for each additional member in a farm family.

4) Article 11.c is revised to read: "The Standards for Weatherization Materials, attached hereto as Attachment B, and incorporated herein by reference, set forth specifications for materials commonly used in weatherizing residences. For those kinds of materials so listed, only those which meet or exceed the listed specification requirements may be purchased with funds provided under this Agreement.

5) Article 11.h(8) is revised by raising the $15,000 per annum salary limitation to $18,000

6) The following sentence is added to Article 11.i: Allowable charges shall include such costs as audit, bookkeeping, or such indirect charges as a prorated share of the Director's salary, etc.

7) Article 11.j is revised by adding the following paragraph:

"Contractor shall report documented non-federal share attained on a quarterly basis beginning July 1, 1979 on CSOEO form #55P, Statement of Inkind Contribution. Where Contractor can demonstrate an inability to mobilize the required 20% non-federal share, Contractor shall be eligible for consideration for waiver of that part of the required amount which Contractor cannot provide. Contractor shall use the procedures described in CSA Instruction 6802-5a to document the lack of resources and submit this documentation to CSOEO for approval processing."

8) In the first sentence of Article 11.o all references to the Community Services Administration (CSA) shall be replaced by CSOEO. The second sentence is revised to read, "Such record keeping shall be

8) in accordance with OMB Circular A-102 and all pertinent regulations promulgated by CSA."

The last sentence in Article II.o is revised to read, A ONE-MONTH DELINQUENCY IN MEETING THESE REPORTING REQUIREMENTS SHALL GIVE CSOEO THE RIGHT TO TERMINATE THIS AGREEMENT.

9) The third sentence of Article II.r is revised as follows:

"Public Contractors and their delegate agencies may be surveyed and audited by public auditors such as city, county, or state audit organizations. Public audit agencies do not include organizations whose prime function is to pre-audit vouchers prior to payment."

10) Article II.s is completely revised as follows:

Contractor assures that at least the Energy Coordinator/Program Manager and Crew Supervisor(s) shall attend the Stockton Training Center and all Cluster Training sessions as scheduled by CSOEO unless specifically exempted by CSOEO.

11) Article II.t is added, as follows:

"For each dwelling weatherized under this agreement, Contractor shall utilize the approaches to weatherization, including the energy conservation techniques contained in either (1) Project Retro Tech, utilizing the Project Retro-Tech Home Weatherization Conservation Paper Number 28B published by the Federal Energy Administration - U.S. Gov't Printing Office 1976, or (2) CSA Pamphlet 6143-6 "A Community Planning Guide to Weatherization." Contractor shall first take the steps necessary to stop infiltration and shall then install needed attic insulation. Completion of these two activities constitutes the minimum activities for a completed dwelling. Completed dwellings shall constitute the basis for requesting the reimbursement.

In addition to the other required forms for each dwelling weatherized, Contractor shall complete copies of the OMB No. 38-R0198, Building Weatherization Report and the CSOEO Form #P36, Weatherization Plan Worksheet.

12) The last sentence of Article 13.a is revised to read as follows:

"Contractor shall submit to CSOEO for prior approval all requests for non-expendable property purchases/leases, using CSOEO Forms #10P and/or #41P".

13) Article 13.j is added as follows:

13) Financial assistance provided under this Agreement shall be used to supplement, and not supplant, state or local funds, and to the maximum extent practicable, to increase the amount of those funds that would be made available in the absence of federal funds provided under this Agreement.

14) All other terms and conditions shall remain the same.

FILED

OCT - 31979

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 79-348

(Amendment of Lease Agreement)

THIS AMENDMENT OF LEASE AGREEMENT is made on October 2, 1979, between MARY B. SIMMONS (LESSOR), whose address is 4320 Country Club Drive, El Macero, California, 95618, and the COUNTY OF YOLO (LESSEE), a political subdivision of the State of California, who agree as follows:

I. RECITALS:

This amendment of lease agreement is made with reference to the following facts and objectives:

1. John W. Brinley and Laurette F. Brinley and LESSEE entered into a written lease agreement dated October 24, 1972, known as Yolo County Agreement No. 72-251.

2. LESSOR is the successor in interest of John W. Brinley and Laurette F. Brinley.

3. Said Agreement No. 72-251 stipulates that the terms and provisions of this lease shall be binding upon successors and assigns of all parties.

4. In said Agreement No. 72-251, LESSOR's predecessor in interest leased to LESSEE, and LESSEE leased from said predecessor in interest, premises which were incorrectly identified on the first page of said agreement. The premises should have been correctly identified as approximately 2,240 square feet of that building situated on Lot 1 and the North One-Half (1/2) of Lot 2, Block 2, Range B, as shown on the map of Davisville on file with the County Recorder.

5. The parties desire to amend Lease Agreement No. 72-251 in the manner set forth below and to set forth their current understanding which is intended to supersede Agreement No. 78-103, effective March 20, 1978.

///

///

II. AGREEMENTS:

1. PREMISES. The second paragraph of the first page of said Agreement No. 72-251 as that paragraph appears on lines 9 through 19, is hereby amended to read as follows:

> PREMISES. LESSOR hereby leases to LESSEE, and LESSEE hires from LESSOR for the purposes set forth below, those certain premises, with the appurtenances, commonly known as 424 Third Street, Davis, California, and consisting of approximately 2,640 square feet as identified on Exhibit "A" which is attached hereto and incorporated herein by reference, and said premises are more particularly described as follows:
>
> > That building situate on Lot 1 and the North one-half (1/2) of Lot 2, Block 2, Range B, as shown on the map of Davisville on file with the County Recorder.

2. TERM AND RENT. The third paragraph of Agreement No. 72-251 as that paragraph appears on lines 20 through 30 of the first page of said agreement is hereby amended to read as follows:

> TERM AND RENT. The revised term of this agreement shall commence on October 1, 1979, and shall terminate on September 30, 1981. LESSEE shall pay the sum of ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($1,600.00) to LESSOR, by county warrant, on the first day of each month during the term of this lease, commencing on October 1, 1979.

3. USE. Paragraph No. "3" entitled "USES PROHIBITED" of said Agreement No. 72-251 is hereby amended to read as follows:

///

USE. The premises shall be used and occupied for use by the Davis Municipal Court or for the purpose of county offices and any other office reasonably related thereto.

4. UTILITIES. Paragraph "26" entitled "UTILITIES" of Agreement No. 72-251 is hereby amended by the addition of the following:

"In addition to all other sums agreed to be paid by it, LESSEE shall pay to LESSOR, during the term of this lease, an amount equal to LESSEE's proportionate share of each monthly invoice submitted to LESSOR by Pacific Gas & Electric Company under Account No. HPY3815035 (the P.G.&E. Account for the premises), subject to LESSOR's payment of the first $240 of any such monthly invoice. Said payments shall be made by LESSEE upon submission of copies of such invoices to LESSEE, which shall be done each six months the lease is in effect. LESSEE's proportionate share shall be the ratio that the total number of square feet in the premises herein leased (2,640) bears to the total number of square feet in the building capable of being leased (3,840), said ratio being equivalent to Sixty-eight and three-fourths percent (68.75%). LESSOR shall present said invoice to LESSEE for payment on a six-month basis. LESSOR agrees to pay the first Two Hundred Forty Dollars ($240) of said monthly account.

5. JANITOR SERVICE. Paragraph "29" entitled "JANITOR SERVICE" of Agreement No. 72-251 is hereby amended to read as follows:

LESSEE shall, at its own expense, provide janitorial services and supplies to the leased premises.

6. BUILDING IMPROVEMENTS. Agreement No. 72-251 is amended to include the following paragraphs:

LESSOR agrees to paint the interior of the building and to correct water leak areas under doors.

LESSEE agrees to install new carpeting upon completion of the above items by LESSOR.

7. RATIFICATION OF LEASE. Except as herein amended, all of the provisions of Lease Agreement No. 72-251 are hereby ratified and affirmed.

8. THIS AGREEMENT is intended to and shall be construed as superseding Agreement No. 78-103 from and after the date of its execution; prior to said date, the terms of Agreement No. 78-103 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT OF LEASE AGREEMENT the day and year first above written.

APPROVED AS TO FORM:

By_____

COUNTY OF YOLO, a political subdivision of the State of California

By Betsy A. Marchand
BETSY A. MARCHAND, CHAIRMAN, BOARD OF SUPERVISORS

OCT - 3 1979

LESSEE

By Mary Bates Simmons
MARY B. SIMMONS

LESSOR

ATTEST:

PETER McNAMEE, COUNTY CLERK

By _____, Deputy

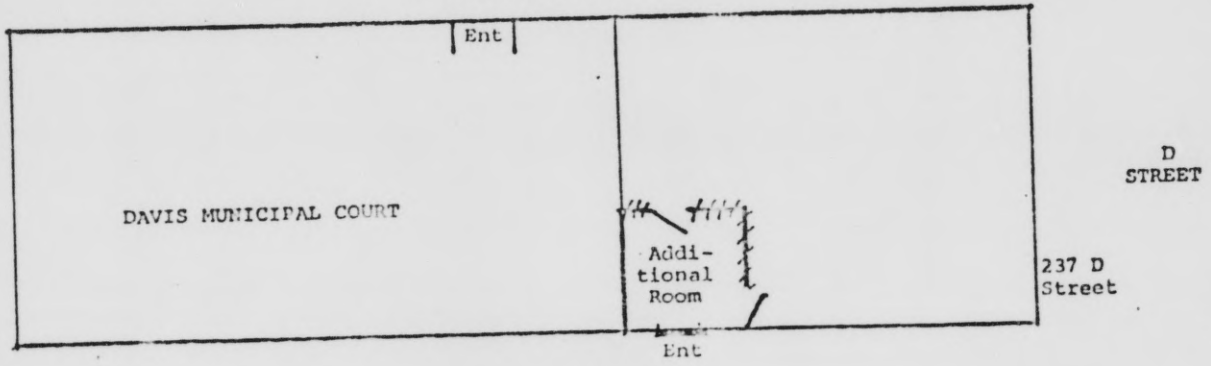
(SEAL)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

THIRD STREET

424 Third Street



PARKING LOT

EXHIBIT "A"

FILED
OCT - 3 1979
PETER McNAMEE, Clerk
By _____ DEPUTY

AGREEMENT NO. 79-349

(For certain services constituting a nutrition program)

THIS AGREEMENT, made and entered into this 2nd day of October, 1979, by and between County of Yolo, a political subdivision of California, hereinafter referred to as COUNTY, and Muriel R. Brandt, R.D., hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY has been allocated special funding by the State Department of Health Services to develop, implement and operate a Special Supplemental Food Program for Women, Infants and Children, hereinafter referred to as WIC.
2. COUNTY'S responsibilities with respect to WIC and the funds allocated to it are carried out by COUNTY'S Health Systems Agency, Public Health Division, hereinafter referred to as AGENCY.
3. There are insufficient AGENCY staff available to independently develop, implement and operate all elements of WIC.
4. It is anticipated that implementation of the contemplated elements of WIC will be gradual; and that WIC is in a formative stage of development at the time of execution of this Agreement.
5. COUNTY is prepared, at the time of execution of this Agreement, to contract for certain services constituting a nutrition program as described. PROVIDER is prepared to undertake the obligation to provide said services.
6. PROVIDER and COUNTY, therefore, wish to enter into a contract for the herein described services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in

hereinafter recited agreements, agree;

1. PROVIDER'S SERVICE OBLIGATIONS:

A. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto; the Action Plan, attached hereto as Exhibit "B" and incorporated herein by reference thereto; and applicable State Department of Health Services WIC requirements, attached as Exhibit "C" and incorporated herein by reference thereto, provide the following listed services:

1. Draft a NUTRITION PLAN, acceptable to State Department of Health Services WIC staff, by November 1, 1979.

2. PLAN, ORGANIZE, and PERFORM ongoing WIC screening and certification TRAINING for designated agency staff and ESTABLISH and MONITOR CONTROL mechanisms for ensuring trained staff adhere to their training in practice.

3. PLAN, ORGANIZE, DIRECT, COORDINATE AND/CONTROL REASONABLY a complete NUTRITION EDUCATION PROGRAM for clients, including materials to be used on an ongoing basis.

4. PLAN, ORGANIZE, COORDINATE, and DIRECT VOUCHER DISTRIBUTION, implementation to be complete no later than December 1, 1979.

5. Act as WIC PROGRAM COORDINATOR from October 1, 1979, through January 1, 1980.

B. PROVIDER will demonstrate to the satisfaction of COUNTY'S herein designated representatives the implementation and operation of an up-and-coming WIC Program which complies with State Department of Health Services requirements, attached hereto as Exhibit "C" and incorporated herein by reference thereto. Said demonstration shall be made to AGENCY through both the submission of a monthly

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statistical report in the format specified in the WORKING PROTOCOLS attached hereto as Exhibit "A" and incorporated herein by reference thereto and on-site monitoring by COUNTY'S herein designated representatives.

2. AGENCY'S SERVICE OBLIGATIONS:

A. UTILIZATION REVIEW: Evaluate PROVIDER'S contribution to WIC in accordance with the requirements and criteria promulgated from time to time by the State Department of Health Services.

B. CLINICAL SERVICES: Accept referrals from PROVIDER for the purposes of SCREENING AND ASSESSMENT in accordance with the Working Protocols attached hereto as Exhibit "A" and incorporated herein by reference thereto. Perform said screening and assessment.

C. At the request of the PROVIDER provide equipment, supplies, and space necessary in the judgement of the COUNTY'S designated representatives to the conduct of the WIC Program.

D. Designate a representative or representatives for administrative and program affairs.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

A. Responsibility for this Agreement lies with AGENCY'S Director of Public Health.

B. Director of Public Health may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

A. PROVIDER may not assign, or sub-contract, its responsibilities, which are hereby recognized to be unique.

5. RECORDS:

A. PROVIDER shall for the later of four (4) years or the resolution of outstanding audit findings, maintain and retain records of services

rendered and all receipts and expenditures, for whatever purposes received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received, expenditures made, and services rendered pursuant to this Agreement.

B. PROVIDER shall make said records available for audit by COUNTY or State auditors upon the request of AGENCY'S designated representatives. Said request will provide at least one full working day's notice of the impending audit. STATE, AGENCY or COUNTY shall have the right to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed and to audit and inspect any books and records of PROVIDER which pertain to services performed and determination of amounts payable hereunder.

C. PROVIDER agrees to hold COUNTY harmless from any claim of liability, including costs, or attorney's fees, arising from audit executions taken by any audit agency and upon the State Department of Health Services WIC Manual. This shall include, but is not limited to: (1) any order that COUNTY pay to any responsible agency any amount of money; (2) any order whereby any agency withholds from subsequent payments any amount of money; as a result of PROVIDER'S actual or alleged violation of non-conformance with any regulations or administrative rulings promulgated pursuant thereto, or with any Federal, State, or local law, regulation or ordinance made applicably thereby. PROVIDER agrees that it has read and understands the State Department of Health Services WIC Manual and will comply with the requirements contained therein.

6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely

liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a result of this contract.

7. LIABILITY:

A. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any and all claims, liability, or loss arising from PROVIDER'S performance under this Agreement.

B. Without in any way intending to limit or abrogate the effect of the hereinabove recited Agreement, PROVIDER shall purchase and maintain for the duration of this Agreement, Public and Malpractice liability insurance in the amount of at least $600,000/200,000 specifically naming COUNTY as an insured party thereto for all purposes.

8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein be reference thereto are Working Protocols describing and governing the working relationships of parties. Said Working Protocols bind parties as if fully set out herein, but may be modified without formal amendment of this Agreement so long as said modification does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreement of AGENCY and PROVIDER. Said Working Protocols shall include as a minimum: provisions by which WIC clients' screening and assessment is obtained from AGENCY; any selection screening process; the respective roles of AGENCY and PROVIDER in WIC program operations; the format for statistical reports required by this Agreement; procedures for AGENCY'S staff to obtain access to clients, personnel, or records required to perform their function; AGENCY'S operational representatives and their function; PROVIDER'S objectives while acting as PROGRAM COORDINATOR;

and any role AGENCY is to play in review of PROVIDER'S professional activities.

9. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by reference thereto is PROVIDER'S Action Plan for providing the services which are the subject of this Agreement. Said Action Plan binds parties as if fully set out herein, but may be modified without formal amendment of this Agreement, so long as said modification does not vary the provisions specifically set out herein and advance written notice thereof is given AGENCY. Said Action Plan shall include as a minimum screening, assessment, and voucher authorization policies which state that patients or clients are accepted for care without adverse discrimination based upon race, color, religion, sex, handicap, national origin, or ancestry; provisions describing PROVIDER'S procedures for identifying clinical needs and referring clients to providers other than AGENCY; provisions stating that PROVIDER will specify in writing to referees other than AGENCY; that said referrals of WIC clients shall not be compensated by PROVIDER or COUNTY except on the written authorization of AGENCY; provisions listing and describing the specific services which are the subject of this Agreement, the operational plan rendering these services; the capacity and classifications of persons who will provide said services; provisions listing required PROVIDER licenses, target dates for obtaining, and dates obtained provisionally and finally; and a schedule for implementing the services which are the subject of the agreement.

10. COMPLIANCE WITH CODE: PROVIDER agrees to comply with all applicable provisions of State, Federal, and local statutes of regulatory acts or procedures.

//////////////

11. PAYMENT:

A. Within a reasonable time from PROVIDER'S submission of an invoice which attaches the statistical report described hereinabove in Agreement 1(B), details work performed in the preceding month by program element, and claims the amount due for the month, and upon the acceptance of the Director of Public Health Services of the statistical report as complete and reflective of the satisfactory progress of PROVIDER towards its objectives, COUNTY will pay PROVIDER $1,080.00 per month October 1, 1979 through December 31, 1979, and $517.50 per month January 1, 1970 through June 30, 1980, for services rendered.

B. The maximum total payment to PROVIDER under the terms of this Agreement will not exceed $7,899.00.

C. Where a herein recited deadline, report, or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the PROVIDER'S progress to be as agreed.

D. Approval of PROVIDER'S records as audited to be accurate is a condition subsequent to COUNTY'S obligation to pay the amount represented by any exception taken by the auditors.

E. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precedent or subsequent in any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

5. In the event of PROVIDER'S bankruptcy or insolvency it is agreed that County in pressing claims pursuant to this Agreement will be recognized as the creditor of first priority.

12. AMENDMENTS: Except as provided herein, the body of this Agreement

together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. Except as provided herein, no additions to, or alterations of the terms of this Agreement, whether by written or verbal understanding of the parties, their offices, agents, or employees shall be valid unless in the form of a written amendment to this Agreement which is formally approved and executed by parties or their successors in office or interest.

13. NOTICE: Any notice to be given parties to this Agreement may be given personally or by depositing same postmarked and registered in the United States Mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

14. TERM:

A. This Agreement shall commence October 31, 1979, and terminate June 30, 1980, unless sooner cancelled by either party upon thirty (30) days' written notice to the other of such intent.

B. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

Muriel R. Branct, M.D., PROVIDER

BY Bobby G. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS

OCT - 3 1979

ATTEST

PETER McNAMEE, CLERK

BY _____
DEPUTY

PUBLIC HEALTH SERVICES

BY _____

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY _____
DEPUTY COUNTY COUNSEL

PCHP 79-349

EXHIBIT "A"

WORKING PROTOCOLS

1. Provisions by which WIC clients screening and assessment is obtained from the Agency:

   Potential WIC clients will be referred from the Economic Opportunity Commission of Yolo County, public health nurses, the Yolo General Hospital prenatal care clinic, by self-referral, by private physicians and clinics, and by other health and social services agencies and individuals. It will be a joint responsibility of the Agency and the Provider to contact these sources of outreach and referral.

2. The screening and certification process:

   These activities will be mainly performed by Agency staff. However, it will be the responsibility of the Provider to assure that Agency staff are adequately trained so that they perform these activities in a proper manner. Also, there will be some WIC clients for whom the Provider should be directly involved in the certification process. These individuals would include those with more complex medical or nutritional problems.

3. Format for statistical reports:

   The format will be as required by the State WIC Program as stated in the WIC Program Manual and through other communication by the State WIC staff.

4. Agency access to the Provider:

   The Provider shall be accessible to the Agency for a minimum of ten hours per week while acting as Nutritionist only, and twenty hours per week while working as Nutritionist and Program Coordinator (10-1-79 through 12-30-79). To this end the Provider will keep the Agency informed of her schedul with a minimum of two weeks notice whenever possible.

5. Agency's operational representatives:

   The Director of Maternal and Child Health of the Agency will have overall operational responsibility for the WIC Program. It will be the responsibility of the MCH Director to ensure that the WIC Program meets State and Federal standards and that the program is run in accordance with generally accepted professional and business practices. The Agency's non-medical Administrator (when hired) will share some of this Agency responsibility with the MCH Director. To this end it is important that the Provider will keep the Agency's operational representatives fully informed of the activities relating to the WIC Program.

6. Provider objectives while acting as the Program Coordinator:

   The general objective will be to establish all the necessary framework for the ongoing functioning of the Yolo County WIC Program. Activities

will include development of a record system and voucher distribution/ security system. Activities will also include ordering of supplies and equipment and communicating with food store participants, health providers and sources of outreach and referral.

EXHIBIT "B"

ACTION PLAN

1. In accordance with State and Federal regulations the voucher screening, certification,and distribution will be to individuals who are accepted without discrimination based on race,color, religion, sex, handicap, national origin, or ancestry.

2. Should the Provider identify clients with health or social needs beyond those served by the WIC Program, referral may be made to the Division of Public Health Nursing or the Yolo County Social Services Department respectively.

3. If there are clients who disagree with the services provided by the Provider or Agency staff, these disagreements will be worked out in accordance with the State WIC guidelines and as stated in the WIC Manual.

4. WIC clients shall not be compensated by the Provider or County except on the written authorization of the Agency.

5. The specific services which are subject to this agreement are those stated in the WIC Program Manual.

6. The Agency staff who will provide WIC services include the following:

The WIC Health Aides will perform the following activities:

Eligibility certification
Enrollment and voucher distribution
Orientation of participants to the WIC Program
Nutrition education
Notification of expiration of eligibility
Recertification
Preparation of monthly program operations report and monthly voucher activity and inventory report
Help distribute information for enrollment of health providers and grocers
Order supplies and educational materials and follow up on WIC participants who miss appointments.

The Non-medical Health Department Administrator (when hired - after 1-1-80) will perform the following activities relating to the WIC Program:

Prepare the monthly financial report and review the monthly program operations report and monthly voucher activity and inventory report
Develop and supervise the system for ensuring proper security and accounting of vouchers
Help develop and supervise maintenance of record system for review and audit
Assist with ordering of supplies and materials

Prepare reapplication for WIC Project on an annual basis
Help develop interagency agreements and help with other inter-agency communications
Facilitate the recruitment and hiring of WIC staff, and "trouble shooting" for complications or problems that present themselves.

7. As required by State WIC regulations the Provider must have the following qualifications:

   (1) Registered, or eligible for registration, as Dietician with the American Dietetic Association.
   (2) A minimum of one year's experience in community nutrition.
   (3) A baccalaureate degree in Nutrition, Dietetics,or Food & Nutrition, and completion of an internship or traineeship approved by the American Dietetic Association.

8. The schedule for implementation of the WIC Program has been partially stated elsewhere in this contract. This includes preparation of an acceptable nutrition plan to the State WIC Program by November 1, 1979, and the beginning of voucher distribution to WIC clients by November 15, 1979. The further progress of the program will be evaluated by the Agency's Director of Maternal and Child Health, who will give the Provider a written statement of any significant deficiencies noted.

EXHIBIT "C"

STATE DEPARTMENT OF HEALTH SERVICES WIC REQUIREMENTS

The applicable State Department of Health Services' WIC requirements are stated in the WIC Program Manual which is updated by communications from the State WIC Program.

FILED

OCT - 31979

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 79-350

(Agreement for Emergency Shelter Foster Home)

THIS AGREEMENT, made and entered into this 2nd day of October, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and VIRGINIA SCHMELZER, (hereinafter referred to as "PROVIDER),

W I T N E S S E T H:

I. RECITALS:

1. COUNTY is desirous of making provisions for shelter care for children requiring temporary or emergency care outside their own homes.

2. PROVIDER represents that she possesses the necessary qualifications to carry out the desired provision of shelter care.

3. PROVIDER agrees to carry out the services for COUNTY described herein, under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

1. PROVIDER shall make available in her home, on a twenty-four (24) hour per day basis, three beds for children requiring temporary or emergency shelter home care.

2. PROVIDER shall obtain and keep current a foster home license, and shall comply with all state regulations concerning foster home care.

3. PROVIDER shall receive at any hour of the day or night, seven (7) days per week, up to three children between the ages of

0 - 18 years, who have been taken into temporary custody as neglected, abused, destitute, or homeless children.

4. PROVIDER shall refuse to accept children who are in need of immediate emergency medical care. PROVIDER may also refuse to accept children who are violent or who are known fire-setters. PROVIDER may not refuse children with colds, flu, or other chronic illnesses not requiring emergency care.

5. PROVIDER shall make an initial inventory of all personal property in possession of each child received, and mark those items to assure their return to the child when the placement terminates.

6. PROVIDER shall keep on-going records, on forms provided by COUNTY, on all removals from and returns to the home of each child during the placement, and any other information requested by COUNTY. All records concerning children shall be kept confidential.

7. PROVIDER shall not permit any children in her care to be removed from her home by third parties, without the express consent of the social worker in each instance.

8. PROVIDER shall permit visitation by parents of the children in her care, between the hours of 10:00 a.m. and 9:00 p.m. All visitation is to be by appointment and with the approval of the social worker in charge.

9. PROVIDER shall cooperate with Yolo County Department of Social Services staff and other community resources in developing, coordinating, and implementing a treatment/casework plan in the best interest of each child.

10. PROVIDER shall provide transportation to all Court

appearances, doctors and dentists appointments, school, and other places as necessary. PROVIDER shall have a valid California driver's license, and maintain automobile public liability insurance in at least the minimum amounts required by law.

11. PROVIDER shall make all necessary arrangements for school registration for each child.

12. PROVIDER shall provide each child placed with care appropriate to the child's needs, including room and board, recreation, available public education, necessary clothing, and medical and dental care. COUNTY shall pay for the necessary clothing, medical and dental care, and other special needs. PROVIDER shall further provide substitute parenting appropriate to each child, including training, constructive discipline, and supervision by a responsible adult.

13. PROVIDER shall make all necessary arrangements for hiring back-up help. All such help must be at least twenty-one (21) years of age and be approved by the County Department of Social Services.

14. PROVIDER shall remain in contact with the COUNTY communications operator at all times, except during periods of vacation and weekends off as provided herein.

15. PROVIDER shall abide by the Civil Rights Act of 1964, and any other federal or state legislation which prohibits discrimination on the basis of sex, race, religion, handicap or ethnic background in the hiring of employees or in providing services under this agreement.

16. PROVIDER shall be responsible for the selection and

procurement of necessary supplies, food, clothing and incidentals, for maintenance of safe and sanitary standards in her home, and for provision of healthful nutrition to each child. COUNTY will provide the initial supply of special needs, such as diapers; however, PROVIDER will be responsible for maintaining such supplies.

17. PROVIDER shall have one weekend off per month. During this weekend, she will not be required to maintain contact with the communications operator. However, any children at the home at the time will continue to be cared for by PROVIDER, whether in the home or away from it. The dates of said weekends off shall be as agreed upon by the Department and PROVIDER. PROVIDER agrees to give the Department at least one week's notice of intended weekend off dates.

18. PROVIDER shall have one week of vacation per year, under the same terms and conditions as stated above for weekends off. In addition, PROVIDER shall be entitled to one week of sick leave per year, under the same terms and conditions as for weekends off and vacations. Time off for sickness beyond one week shall result in a pro rata reduction of the monthly amount paid by COUNTY to PROVIDER as set forth herein.

19. COUNTY shall provide essential background information and any other information concerning the needs of each child, as well as information regarding any dangerous propensities of each child, whenever such information is obtained. COUNTY shall act promptly to remove any child whose physical condition or dangerous propensities reasonably could be foreseen to imperil the property or person of others in PROVIDER'S home. COUNTY

shall obtain any necessary emergency care for children before they are placed with PROVIDER.

20. COUNTY shall provide consultation and/or training to PROVIDER as necessary for the effective provision of services under this agreement.

21. COUNTY shall pay PROVIDER the sum of $375 per month, irrespective of the number of days on which children have been placed in the home. In addition, for each 24-hour period a child is in the home, COUNTY shall pay the sum of $8.00 for that child up to a daily maximum of $24.00 for three children. For each placement less than 24 hours, COUNTY shall pay the sum of $4.00 for each child.

22. It is specifically understood that PROVIDER is independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other oblications, including, but not limited to, withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the federal or state government as a consequence of this contract.

23. The term of this agreement shall be for a period of nine (9) months, beginning October 1, 1979, and ending on June 30, 1980. This writing contains all of the terms agreed upon by the parties. No other understanding, oral or otherwise, regarding this agreement shall be deemed to exist or to bind any of the parties hereto. This agreement may be amended, modified, or terminated by consent of the parties, in writing. It may be terminated by either party upon sixty (60) days' notice, or

by COUNTY without notice for violation by PROVIDER of any term or condition of this agreement. Any assignment of this agreement shall require prior written consent of COUNTY. Such consent, once given, shall not be deemed to waive the requirement of consent by COUNTY for any subsequent assignments.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 2nd day of October, 1979.

COUNTY OF YOLO, a political subdivision of the STATE OF CALIFORNIA

BY: Betty A. Marchand
CHAIRPERSON OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

OCT - 3 1979

ATTEST:

PETER MCHAYE, CLERK

BY: Patty E. Spencer
Deputy

PROVIDER:

BY: Virginia L. Schmelzer
Virginia Schmelzer

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
Elizabeth A. Kelly
DEPUTY COUNTY COUNSEL

AGREEMENT NO. 79-351

FILED
OCT - 4 1979
PETER McNAMEE, Clerk
By [signature]
Deputy

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2775

THIS AGREEMENT is made and entered into on this 2nd day of October, 1979, by and between Jerome L. Schwartz, Stanley V. Scott, and James L. Avery, hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2775 and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision No. 2775 Public improvements including but not limited to street improvements consisting of concrete curbs, gutters, sidewalks, and driveway aprons, asphalt paving and base, water distribution system, waste water collection system, and on-site and off-site storm drainage facilities necessary to adequately drain said Subdivision in accordance with the Standards imposed by law, all in conformance with said Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider shall obtain and file with the County good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County Pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

(1) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement to guarantee faithful performance.

(2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee payments to contractors, laborers, and materialmen.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $763.00 for said purpose.

5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2775.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against Claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $ 500,000.00 in respect to personal injuries and/or death of any one person, $1,000,000.00 in respect to personal injuries or death for any one occurrence and $500,000.00 in respect to property damage in any one occurrence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

8. That the completion of the development of said Subdivision No. 2775 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted , accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as herein required.

9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this Agreement or amendments thereto the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. Where required pursuant to the provision of Section 66496 of the California Government Code the Subdivider shall furnish the County a bond or cash deposit in the amount of $100.00 guaranteeing payment of the cost of setting monuments of survey.

13. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this Agreement.

14. Any extension of time hereunder shall not operate to release the surety on the Improvement Securities filed pursuant to this Agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly 29(a) of the Rules for the Superior Court, State of California.

16. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assign of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By Betsy A. Marchand

BETSY A. MARCHAND,
CHAIRMAN OF THE BOARD OF SUPERVISORS

OCT - 3 1979

SUBDIVIDER

By James L. Avery

By

By Stanley D. Stats

ATTEST: PETER McNAMEE, COUNTY CLERK

BY Ella E Lucas, Deputy

Recommend for Approval to the Board of Supervisors of the County of Yolo:

Director of Public Works OCT 4 1979

APPROVED AS TO FORM:

County Counsel

Date: OCT - 4 1979

COUNTY OF YOLO

Book

Subgrant Signature Sheet

Title IV-YETP

Agreement/ Subgrant No. 79-352

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Woodland Joint Unified School District

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Woodland Joint Unified School District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

NOV 13 1979

PETER McNAMEE, Clerk

By Betsy A. Marchand Deputy

Program	: Woodland Joint Unified School District	
Mailing Address	: 21 N. West Street	
City	: Woodland, CA 95695	Phone: 662-4678
Program Director:	Clarence Duppong	

[C]ounty of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurance and the Additional Assurances.

The term of the SUBGRANT shall begin on October 1, 1979

The term of the SUBGRANT shall end on September 30, 1980

The total amount of the SUBGRANT is $15,304

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: William R. Linford	By Signature: Betsy A. Marchand
Name and Title: William R. Linford, Superintendent	Name and Title: BETSY A. MARCHAND, Chairman, Yolo County Board of Supervisors
Date: 11/9/79	Date: OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Woodland Joint Unified School District hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. Woodland Joint Unified School District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANT. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675,676,677,678 and 679.

(d) Code of Federal Regulations - 41 CFR Part 29-70.

(e) Assurances and Certifications.

(f) Program Narrative

(g) Project Activities Timetable

(h) Significant Segment Goals

(i) Enrollment and Termination Plans

(j) Non-Financial Agreement

(k) Operating Budget

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 1, 1979, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 15,304, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

//////

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-852.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

X Betsy C. Moreland
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Woodland Joint Unified School District
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

11/9 1979 Superintendent
(Date) (Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Woodland Joint Unified School District

Name of Subgrantee

William K. Dingfelder

Authorized Signature

11/9/79

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA 1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Woodland Joint Unified School District
(Legal Name of SUBGRANTEE)

11/9 19 79
(Date)

William K. Kuster
(Signature of Authorized Officer)

Superintendent
(Title of Authorized Officer)

CONTRACT NARRATIVE

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

YOUTH EMPLOYMENT AND TRAINING PROGRAM

The program is designed to effect a long-range impact on the employability of those students from economically disadvantaged backgrounds who become participants. By participating in a program developed with a systems approach to helping them find their area of interest and developing some entry-level skills in an occupation that has a possibility of upward mobility, the students will be provided with a continuing ability to find and retain a job.

The project is designed to serve economically disadvantaged youth, ages 16-18, who are high school dropouts, drop-out potentials, or not benefiting from the traditional school environment. The district has a considerable number of students from economically disadvantaged homes, many of whom are required to limit their educational activities to assist in providing income for their families. Many of these students are forced out of high school before completion. Some continue in the Continuation High School, some attempt to complete requirements through Adult Education, some leave the educational system completely, and some, although they complete high school, are deprived of an opportunity to develop their potential beyond high school. These students tend to remain among the habitually unemployed because they lack personal skills, vocational skills, academic skills, and positive attitudes.

Program Approach

There will be five phases involving services and activities and

private-non-profit organizations to obtain on-the-job experiences in occupations related to those they indicated an interest in during Phase I and II.

The responsibility for job development and placement is with Project Move's Youth Supervisor. This activity will be monitered and coordinated by the Project Coordinator.

The participant's occupational goal will provide the identification of skills the student will need to meet "entry level" competence in. The student's skills will be identified and inventoried. The skills not possessed will constitute the tasks and skills to be learned on the job. A rating sheet identifying these skills will be prepared to determine progress toward success.

The Career Employment Experience will conclude with the end of the school year on June 6. Based upon the rating sheet and the students prior skills, a certificate of completion will be prepared for each student successfully completing the YETP program.

Phase IV: Job Placement. During the month of August a job placement component will be conducted by the Work Experience personnel. This program will be designed to place participants who are "job ready" into unsubsidized part-time or full-time work--depending upon whether they are continuing in school or not. Primarily, this will be for the benefit of returning students. These returning students will, upon placement, be enrolled in the Work Experience program at Woodland High School.

expenses that will be provided by a range of service areas and agencies.

Phase I: Orientation, Survival Skills, and Counseling Services. This phase will consist of a series of workshops, to begin as soon as participants are identified, conducted by Move Youth Supervisors, Career Education personnel, Project Coordinator, and Counseling personnel. Seven workshops are tentatively planned for this phase.

Phase II: VEP and Career Education. In part A of this phase, the first of the phases funded through the project, particpants will have an opportunity to observe 2-3 occupations from a career cluster of their choice within the private sector of Woodland. Each observation will have a duration of 6-8 hours.

Part B of this phase involves a series of seminars which will be provided for the participants involving Career Exploration and information. During this phase the participants will also be introduced the "Eureka" system, a computer based occupational information system. Activities during this part of the phase will require extensive use of the Career Center at Woodland High. Phase II-B will be conducted by the Career Education personnel and the Project Coordinator. The seminars will be scheduled to replace the participants' work experience once a week for a period of six weeks.

Phase III: Career Employment Experience. This phase will commence immediately following the VEP phase--mid October. In this phase students will be placed in positions in the public sector and

Phase V: Recruitment, Selection, and Orientation. The final phase of the project is to provide the initial services for the 1980-81 school year. This will enable students to better prepare their academic schedule to meet their vocational and personal needs.

SIGNIFICANT SEGMENT GOALS

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

Title IV: Youth Employment and Training Program

Fiscal Year 1980

SEGMENT	PERCENT TO BE SERVED
Black	6%
White	38%
Hispanic	50%
Other Groups	6%
Sophomore	10%
Junior	60%
Senior	30%
Ex-offender	5%
Limited English Speaking	7%

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV

Program Woodland Schools YETP Program

Fiscal Year 1980

[X] Original

[ ] Revision # _____

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	S
Total Cumulative Enrollments	35	36	39	44	47	51	53	53	53	53	53	8
Total Enrollment by Month.....	35	1	3	5	3	4	2	0	0	0	0	2
1. New Enrollment.....												
2. Title and Subpart Transfers.....												
3. Carried Over Last Year.....												
4. Intratitle (Another Activity)...												
Total Terminations by Month.....		1	3	5	3	4	2	2			6	1
1. Entering Employment.....												
a. Direct Prime.....												
b. Indirect.....				1		1		2			6	
c. Indirect (Other).....												
2. Title and Subpart Transfers.....								(33) **				
3. Additional Positive.....												
a. School.....												1
b. Other Manpower.....				1								
c. Non-placement objective completed.....												
4. Other.....	0	1	3	3	3	3	2	0				
5. Intratitle.....												
CURRENT ENROLLMENT	35	35	35	35	35	35	35	(35 **	→	→	→)	35

*Eight of the last school year's program will remain in the program; 27 new enrollees will begin w( ) the new school year.

**Will be concurrently enrolled in YETP and the Summer Youth Program, June-September, 1980.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE IV OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE September 7, 1979

Subgrantee Name and Address:

Woodland Joint Unified School District

21 N. West Street

Woodland, CA 95695

Contact Person Clarence Duppong

Phone 662-4678 Contract No. _____

Period: From 10-1-79 To 9-30-80

Program Name YETP Title IV

MONTH	ACTIVITY							TOTAL
	CT	OJT	WEX	SERVICE	TRANSITION SERVICES	CEE	VEP	
OCT.						2,121		2,121
NOV.						2,121		2,121
DEC.						2,121		2,121
JAN.						2,123		2,123
FEB.						1,282		1,282
MAR.						1,282		1,282
APR.						1,282		1,282
MAY						1,282		1,282
JUNE						844		844
JULY						-0-		-0-
AUG.						-0-		-0-
SEPT.						846		846
TOTAL						15,304		15,304

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV	
OCT.	405				877	839		2,121
NOV.	405				877	839		2,121
DEC.	405				877	839		2,121
JAN.	405				877	841		2,123
FEB.	405				877	-0-		1,282
MAR.	405				877	-0-		1,282
APR.	405				877	-0-		1,282
MAY	405				877	-0-		1,282
JUNE	405				439	-0-		844
JULY					-0-	-0-		-0-
AUG.					-0-	-0-		-0-
SEPT.	405				441	-0-		846
TOTAL	4,050				7,896	3,358		15,304

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official

Signature — Date Signed: 10/9/79

For CETA Approval Only:

Accountant — Date: 9-11-79

Principal Administrative Analyst — Date: 9-28-79

YC 106 (10-78)

SUBGRANTEE'S NAME AND ADDRESS

Woodland Joint Unified School District

21 N. West Street

Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO. _____

CAREER EMPLOYMENT EXP. (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Comp. Ins.					
P.S.E.					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Comp. Ins.					
TRAINING	7,896	877	877	877	877
Staff Salaries	4,981	553	553	553	553
Staff Fringe Benefits	2,165	241	241	241	241
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies	250	27	27	27	27
Telephone					
Books & Educational Aids	500	56	56	56	56
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES	3,358	839	839	839	841
Staff Salaries					
Staff Fringe Benefits					
Staff Travel	150	37	37	37	39
Special Program Tech. Assist.	2,108	527	527	527	527
Space Cost					
Supplies	600	150	150	150	150
Telephone	500	125	125	125	125
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
TOTAL NON-ADMINISTRATIVE COST	11,254	1,716	1,716	1,716	1,718
ADMINISTRATIVE COST	4,050	405	405	405	405
TOTAL - CAREER EMPLOYMENT EXP.	15,304	2,121	2,121	2,121	2,123

104g (rev. 10/78)

(ADMINISTRATIVE SUBGRANTEE)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Woodland Joint Unified School District

21 N. West Street

Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
350	350	350	350	350			350
50	50	50	50	50			50
6	6	6	6	6			6
13	13	13	13	13			13
30	30	30	30	30			30
1	1	1	1	1			1
5	5	5	5	5			5
5	5	5	5	5			5
405	405	405	405	405			405

SUBGRANTEE'S NAME AND ADDRESS

Woodland [redacted]t Unified School District

21 N. West Street

Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO. _____

ADMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST					
SALARIES & WAGES	3,500	350	350	350	350
FRINGE BENEFITS	500	50	50	50	50
FICA	57	6	6	6	6
Workers' Compensation					
Retirement	128	13	13	13	13
Health & Life Insurance	305	30	30	30	30
Unemployment Compensation Ins.	10	1	1	1	1
TRAVEL					
Mileage Reimbursement					
Out-of-Town Travel					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Tech. Assist.					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES	50	5	5	5	5
Office Supplies	50	5	5	5	5
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair -Equipment					
Fid. & Gen. Insurance					
Uncl. Expenses					
EQUIPMENT					
Office Equipment					
Office Furniture & Fix.					
TOTAL	4,050	405	405	405	405

NON-FINANCIAL AGREEMENT

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

The portions of the budget which are paid directly to program participants and pay the Workers' Compensation for program participants, and the 2% portion for program participant payroll administrative costs shall constitute a non-financial portion of this agreement. The contractual amount is $15,304. The non-financial agreement amount is $44,562. The total amount is $59,866.

APPROVED FOR THE SUBGRANTEE

(Signature Authorized Officer)

APPROVED FOR THE PRIME SPONSOR

(Signature Authorized Officer)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Woodland Joint Unified School Dist
(Legal Name of Subgrantee)

11/9/79
(Date)

OCT 2 1979
(Date)

Summary of Non-Financial Agreement Amounts:

Administration:	$ 874
Allowances and fringes for classroom training	43,688

COUNTY OF YOLO

Bk.

Subgrant Signature Sheet

Title IV-YETP

Agreement/ Subgrant No. 79-353

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Winters Joint Unified School District

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Winters Joint Unified School District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

NOV - 1 1979

PETER McNAMEE, Clerk

By Bekie R. Maryland Deputy

Program :	Winters Joint Unified School District
Mailing Address :	47 Main Street
City :	Winters, CA 95694 Phone: 795-4588
Program Director:	William (Bill) Oser

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurance and the Additional Assurances.

The term of the SUBGRANT shall begin on October 1, 1979.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is $12,738.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: William H. Oser	By Signature: Betsy A. Marchand
Name and Title: William H. Oser, Director of Fed. Proj	Name and Title: BETSY A. MARCHAND, Chairman Yolo County Board of Supervisors
Date: 10-10-79	Date: OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Winters Joint Unified School District hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. Winters Joint Unified School District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANT. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675,676,677,678 and 679.

(d) Code of Federal Regulations - 41 CFR Part 29-70.

(e) Assurances and Certifications.

(f) Program Narrative

(g) Project Activities Timetable

(h) Significant Segment Goals

(i) Enrollment and Termination Plan

(j) Non-Financial Agreement

(k) Operating Budget

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 1, 1979, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 12,738, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

//////

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE's noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-353.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

X Robert A. Marchand
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Winters Joint Unified School District
(Legal Name of SUBGRANTEE)

William H. Osen
(Signature of Authorized Officer)

10-10 1979
(Date)

Director of Fed. Proj.
(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Winters J.T. U.S.D.

Name of Subgrantee

William R. Orr

Authorized Signature

10-10-79

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created [redacted] otional line that will inf[redacted] in any way upon promotional opportunities of persons currently [redacted] jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Winters Joint Unified School District
(Legal Name of SUBGRANTEE)

10 - 10 1979
(Date)

William H. Esser
(Signature of Authorized Officer)

Director of Fed Proj
(Title of Authorized Officer)

CONTRACT PROGRAM NARRATIVE

Winters Joint Unified School District

Youth Employment and Training Program - Title IV

Program Goals

The basic goals for this program will be twofold:

1. Provide alternative instructional programs for those students encountering school problems and facing drop-out, with the goal of high school graduation for each participant.
2. Provide specific and supplementary training in Career Education and job Finding/Retention through student classroom exploration and direct on-the-job experience in both the public and private sectors.

Program Approach

Activities conducted under the auspices of this project are:

1. Enrollment in regular classes, with graduation as the ultimate goal.
2. Attendance in a special summer class planned for and presented to YETP students only, dealing with job hunting and retention skills, completing applications, career exploration and vocational education.
3. Individual and group counseling conducted by the High School counselor to determine pupil goals, testing to determine pupil vocational interests and skills, and general monitoring of the program by the counselor to assess progress and identify problem areas.
4. Participation in the "hands-on" job training portion of the program. All students will be rotated through public and private

sector employment positions to give them as varied work experience as possible. This portion of the program continues throughout the year.

5. A supervising teacher, well versed in counseling techniques and the work experience program, is employed by the project to do continued followup with each student on an individual basis. This teacher acts as a liaison between school, students and community.

All students receive standard academic credit for all the mentioned activities, during both the regular school year and the summer. They, therefore, have an opportunity to earn units toward graduation at an accelerated rate.

Linkage is established between the school district and Project MOVE for the specific purpose of certifying eligibility of participants for the program.

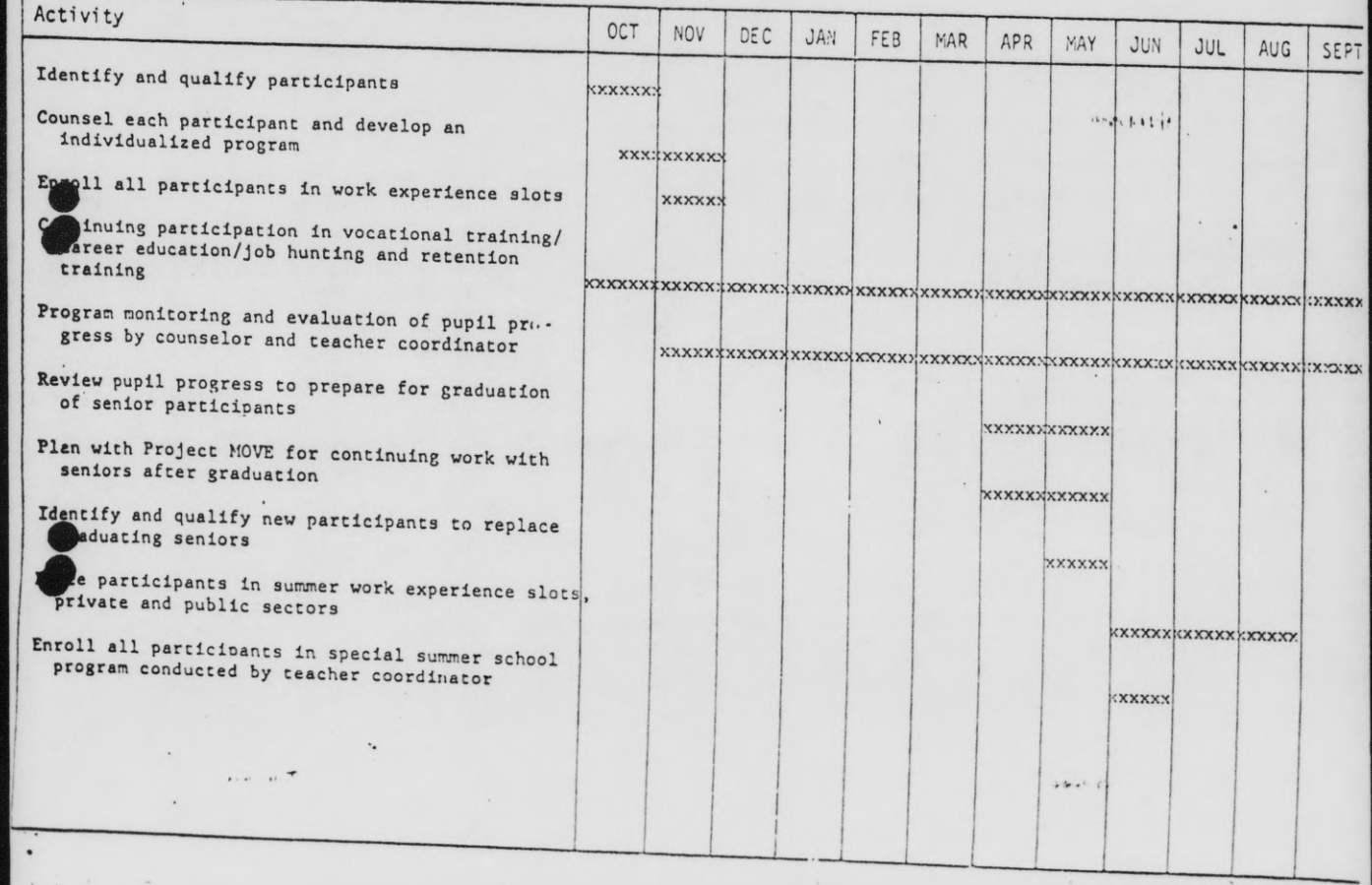
Pupil Evaluation

Evaluation of pupil progress in math, reading and writing skills has been greatly enhanced through the recent establishment of proficiency standards and the development of tests to determine levels of proficiency. These tests will be administered throughout the grades, followed by the writing of individual pupil plans and establishment of remediation classes. Follow-up tests will be administered to determine pupil progress and the need for further remediation, if necessary.

PROGRAM ACTIVITIES TIMETABLE

WINTERS JOINT UNIFIED SCHOOL DISTRICT

FY 1980



SIGNIFICANT SEGMENT GOALS

WINTERS JOINT UNIFIED SCHOOL DISTRICT

TITLE IV: YOUTH EMPLOYMENT AND TRAINING PROGRAM

SEGMENT	PERCENT TO BE SERVED
Economically Disadvantaged	100%
Male	47%
Female	53%
White	27%
Hispanic	73%
Migrant/Seasonal Farmworker Family	40%

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV

gram Winters-Joint Unified School District
Youth Employment and Training Program

cal Year 1980

[X] Original
[ ] Revision # _____

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	S
Total Cumulative Enrollments	16	16	16	16	16	16	16	16	21	21	21	
Total Enrollment by Month.....	16	0	0	0	0	0	0	0	5	0	0	
1. New Enrollment.....	16	0	0	0	0	0	0	0	0	0	0	
2. Title and Subpart Transfers.....	16	0	0	0	0	0	0	0	0	0	0	
3. Carried Over Last Year.....	16	0	0	0	0	0	0	0	0	0	0	
4. Intratitle (Another Activity)...	16	0	0	0	0	0	0	0	0	0	0	
Total Terminations by Month.....	0	0	0	0	0	0	0	0	5	0	0	
1. Entering Employment.....												
a. Direct Prime.....												
b. Indirect.....												
c. Indirect (Other).....												
2. Title and Subpart Transfers.....												
3. Additional Positive.....												
a. School.....												
b. Other Manpower..(Graduated)..									5			
c. Non-placement objective completed.....												
4. Other.....												
5. Intratitle.....												
URRENT ENROLLMENT	16	16	16	16	16	16	~~16~~	16	16	16	16	

Please refer to the Forms Preparation Handbook for Prime Sponsors for further clarification of enrollment and termination termsn used above.

NON-FINANCIAL AGREEMENT

WINTERS JOINT UNIFIED SCHOOL DISTRICT

The portions of the budget which are paid directly to program participants and pay the Workers' Compensation for program participants, and the 5% portion for program participant payroll administrative costs, and $1,000 for selected services costs, shall constitute a non-financial portion of this agreement. The contractual amount is $12,738. The non-financial agreement amount is $63,178. The total amount is $75,916.

APPROVED FOR THE SUBGRANTEE

William N. Osu
(Signature Authorized Officer)

Winters Jt. U.S.D.
(Legal Name of Subgrantee)

10-10-79
(Date)

APPROVED FOR THE PRIME SPONSOR

X Betsy C. Marchand
(Signature Authorized Officer)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

(Date)

Summary of Non-Financial Agreement Amounts:

Administration:	$ 3,797
Allowances and Fringes:	58,381
Services:	1,000

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE IV OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE September 7, 1979

Subgrantee Name and Address:
Winters Joint Unified School District
47 Main Street
Winters, CA 95694

Contact Person William (Bill) Oser
Phone 795-4588 Contract No. _____
Period: From 10-1-79 To 9-30-80
Program Name IV - YETP

MONTH	ACTIVITY							TOTAL
	CT	OJT	WEX	SERVICE	TRANSITION SERVICES	CEE	VEP	
OCT.						594		594
NOV.						594		594
DEC.						593		593
JAN.						594		594
FEB.						594		594
MAR.						593		593
APR.						626		626
MAY						627		627
JUNE						1,782		1,782
JULY						3,821		3,821
AUG.						1,359		1,359
SEPT.						961		961
TOTAL						12,738		12,738

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV	
OCT.	267				268	59		594
NOV.	267				268	59		594
DEC.	267				267	59		593
JAN.	267				268	59		594
FEB.	267				268	59		594
MAR.	267				267	59		593
APR.	267				300	59		626
MAY	267				301	59		627
JUNE	267				1,456	59		1,782
JULY	267				3,495	59		3,821
AUG.	267				1,033	59		1,359
SEPT.	267				635	59		961
TOTAL	3,204				8,826	708		12,738

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

William H. Oser, Director Fed Proj
Name and Title of Authorized Official

William H. Oser 10-10-79
Signature Date Signed

For CETA Approval Only:

Jack A Boyer 9-11-79
Accountant Date

Principal Administrative Analyst Date

YC 104 (10-78)

SUBGRANTEE'S NAME AND ADDRESS

Winters J[redacted]nified School District

47 Main Street

Winters, CA 95694

OPERATING BUDGET

CONTRACT NO. _____

CAREER EMPLOYMENT EXP. (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Comp. Ins.					
P.S.E.					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Comp. Ins.					
TRAINING	8,826	268	268	267	268
Staff Salaries	4,949	150	150	150	150
Staff Fringe Benefits	104	3	3	3	3
Staff Travel	213	5	5	5	5
Special Program Tech. Assist.	600	19	19	19	19
Subcontractor Training Cost					
Classroom Space Cost					
Supplies	2,960	91	91	90	91
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES	708	59	59	59	59
Staff Salaries	632	52	52	52	52
Staff Fringe Benefits	76	7	7	7	7
Staff Travel					
Special Program Tech. Assist.					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
TAL NON-ADMINISTRATIVE COST	9,534	327	327	326	327
MINISTRATIVE COST	3,204	267	267	267	267
- CAREER EMPLOYMENT EXP.	12,738	594	594	593	594

104g (rev. 10/78)

(OTHER ACTIVITIES)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Winters [redacted]nified School District

47 Main Street

Winters, CA 95694

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
268	267	300	301	1,456	3,495	1,033	635
150	150	168	168	815	1,957	578	356
3	3	3	3	15	35	10	6
5	5	6	6	29	70	20	12
19	19	21	21	102	245	72	44
91	90	102	103	495	1,188	353	217
59	59	59	59	59	59	59	59
52	52	52	52	52	52	56	56
7	7	7	7	7	7	3	3
327	326	359	360	1,515	3,554	1,092	694
267	267	267	267	267	267	267	267
594	593	626	627	1,782	3,821	1,359	961

(ADMINISTRATIVE SUBGRANTEE)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Winters [redacted] Unified School District

47 Main Street

Winters, CA 95694

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
232	232	232	232	232	232	232	237
35	35	35	35	35	35	35	30
14	14	14	14	14	14	14	14
2	2	2	2	2	2	2	2
17	17	17	17	17	17	17	12
2	2	2	2	2	2	2	2
267	267	267	267	267	267	267	267

SUBGRANTEE'S NAME AND ADDRESS

Winters Joint Unified School District

47 Main Street

Winters, CA 95694

OPERATING BUDGET

CONTRACT NO. _____

ADMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST					
SALARIES & WAGES	2,789	232	232	232	232
FRINGE BENEFITS	415	35	35	35	35
FICA	168	14	14	14	14
Workers' Compensation	24	2	2	2	2
Retirement					
Health & Life Insurance	199	17	17	17	17
Unemployment Compensation Ins.	24	2	2	2	2
TRAVEL					
Mileage Reimbursement					
Out-of-Town Travel					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Tech. Assist.					
S...CE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair -Equipment					
Fid. & Gen. Insurance					
Uncl. Expenses					
E...IPMENT					
Office Equipment					
Office Furniture & Fix.					
TOTAL	3,204	267	267	267	267

COUNTY OF YOLO

Bk.

Subgrant Signature Sheet

Title IV YETP

Agreement/ Subgrant No. 79-354

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Yolo County Superintendent of Schools

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Yolo County Superintendent of Schools hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program : Yolo County Superintendent of Schools - Project MOVE (Washington Area)

Mailing Address : 313 Fourth Street

City : Woodland, CA 95695 Phone: 666-0925

Program Director: Jesus M. Moreno

FILED
NOV - 1 1979
PETER McNAMEE, Clerk
By Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions o the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979

The term of the SUBGRANT shall end on September 30, 1980

The total amount of the SUBGRANT is $85,406

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature Jack L. Pitts	By Signature Betsy A. Marsland
Name and Title	Date Oct 15, 1979
Name and Title BETSY A. MARSLAND, CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA	Date OCT 2 19

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Yolo County Superintendent of Schools hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. Yolo County Superintendent of Schools is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANT. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675,676,677,678 and 679.

(d) Code of Federal Regulations - 41 CFR Part 29-70.

(e) Assurances and Certifications.

(f) Program Narrative

(g) Project Activities Timetable

(h) Significant Segment Goals

(i) Enrollment and Termination Plan

(j) Operating Budget

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 1, 1979, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 85,406, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agen[redacted] set forth therein. Generally [redacted] is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUB-GRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-354.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

Baker A. Mortensen
(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

Yolo County Superintendent of Schools
(Legal Name of SUBGRANTEE)

Jack L. Pate
(Signature of Authorized Officer)

October 15 1979
(Date)

Superintendent
(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

YOLO COUNTY SUPT. OF SCHOOLS

Name of Subgrantee

Forrest L Honnold

Authorized Signature

OCT 25 1979

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Yolo County Superintendent of Schools
(Legal Name of SUBGRANTEE)

Oct 15 19 79
(Date)

Leah J. Patton
(Signature of Authorized Officer)

Leah Patton
(Title of Authorized Officer)

CONTRACT PROGRAM NARRATIVE

Project MOVE: Washington School District Area
Title IV: Youth Employment and Training Program

Program Goals

Project MOVE will operate a Remedial Education Program for high school dropouts, with the support and cooperation of the Washington Unified School District. The purpose of the program is to enable dropouts in the East Yolo area, between the ages of 16 and 21, to obtain their high school diploma or the equivalency (GED) while they are simultaneously enrolled in a work experience program. The program is designed to provide financial assistance, develop motivation, and encourage high school dropouts to return to school in an effort to better equip them for gaining permanent unsubsidized employment.

Program Approach

The implementation of the program will be incorporated within MOVE's totally comprehensive service delivery program structure.

Work Experience

Eligible participants will be placed on a work experience site six hours per day, for approximately 36 weeks. Worksites will be developed in the public sector that are commensurate with each individual's aptitude, ability, and identified occupational goals. Participants will receive a minimum wage of $2.90 per hour for each hour of attendance. (This will increase to $3.10 January 1, 1980.)

Selected worksites will also reflect the local labor market needs and demands. A complete training plan will be developed for each participant,

and careful monitoring by Youth Training Staff who will ensure continued progress according to the plan.

Classroom Training

Concurrently, participants will be enrolled in six hours of classroom training per week for the purpose of obtaining a high school diploma or the GED. The length of classroom training can be as much as 34 weeks, but will be dependent on individual educational needs, goals, and requirements. The classroom training portion will be provided in conjunction with the Adult Education Program of the Washington Unified School District, through a class entitled "Basic Subjects-GED Preparation." Participants will receive a stipend of $2.90 per hour, for each hour of attendance.

Upon program entry, the classroom instructor will analyze each participant's educational level in terms of credits previously completed and the number needed to acquire the high school diploma. Depending on the analysis, the participant will proceed to complete credits for the high school diploma or take the GED preparation course.

Academic Credit

Academic credit is determined and awarded by the Washington Unified School District's Adult Education Program.

Immediately prior to the beginning of the classroom training, selected participants will be given a pretest to determine the present functional grade level in reading, math, and comprehension. The same will be given as a post test prior to program completion one year later, or when the student has terminated. This will provide a measurement of progress according to grade levels. The Adult Basic Learning Examination will be used for this measurement.

Other methods of measuring progress will be the number of credits earned, the actual achievement of a high school diploma, or the passing of the GED examination.

Attendance Monitoring

The attendance of enrollees will be monitored on a regular basis throughout the program. Any problems will be immediately identified and dealt with through appropriate counseling. Record of the attendance will be documented, examined, and evaluated prior to program completion to measure the rate of improvement.

PROGRAM ACTIVITIES TIMETABLE
PROJECT MOVE: WASHINGTON AREA
FISCAL YEAR 1980

tivity	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
cruitment													
take													
igibility Check													
sessment													
ional Interest Testing													
cational Evaluation Unit													
unseling													
rollment													
cement on Worksite													
ecard of attendance maintained													
mecard turned into Project M.O.V.E.													
cks dispersed to participants													
room Training Enrollment													
ecard completed													
ecard collected from Instructors													

PROGRAM ACTIVITIES TIMETABLE
PROJECT MOVE: WASHINGTON AREA
FISCAL YEAR 1980

Activity	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
ecks dispersed													
alysis of Student's Credits													
velopment of Individual Educational Plan													
p mentation of Educational Plan													
p ment Development Meeting													
nitoring (Continuous)													
mpletion of WEX													
gh School Diploma or GED obtained													
n Placement, Transition													

SIGNIFICANT SEGMENT GOALS

Project MOVE: Washington Area
Title IV: Youth Employment and Training Program
FY 1980

SIGNIFICANT SEGMENT	PERCENT TO BE SERVED
Male	45
Female	55
14 - 19	73
20 - 21	27
22 - 44	0
45 - 54	0
+ 55	0
White	36
Black	9
Hispanic	45
American Indian	9
Asian	0
High School Dropout	100
AFDC	64
Family Head	64
Veterans	0
Limited English Speaking	0
Migrant or Seasonal Worker	9
Handicapped	9
Ex-Offender	45

A greater emphasis will be given to single heads of household, ex-offenders, and AFDC recipients. Experience has shown these groups to be predominate in the East Yolo area.

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV

Program Project M.O.V.E.

Fiscal Year 1979-1980

[X] Original

[ ] Revision #

Y.E.T.P. WASHINGTON AREA

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
A. Total Cumulative Enrollments	15	15	18	18	20	20	22	22	22	0	
B. Total Enrollment by Month.....	15		3		2		2	0	0	0	
1. New Enrollment.....	15		3		2		2				
2. Title and Subpart Transfers.....											
3. Carried Over Last Year.....											
4. Intratitle (Another Activity)...											
C. Total Terminations by Month.....			3	0	2		2	0	15		
1. Entering Employment.....					1		1		4		
a. Direct Prime.....											
b. Indirect.....					1		1		4		
c. Indirect (Other).....											
2. Title and Subpart Transfers.....											
3. Additional Positive.....											
a. School.....											
b. Other Manpower.....									4		
c. Non-placement objective completed.....									6		
4. Other.....			3		1		1		1		
5. Intratitle.....											
D. CURRENT ENROLLMENT											

Please refer to the Forms Preparation Handbook for Prime Sponsors for further clarification of enrollment and termination termsn used above.

Form 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE IV OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE September 4, 1979

Subgrantee Name and Address:

Yolo County Superintendent of Schools
425 Main Street
Woodland, CA 95695

Contact Person Jesus M. Moreno
Phone 666-0925 Contract No. _____
Period: From 10-1-79 To 9-30-80
Program Name Washington YETP

MONTH	ACTIVITY							TOTAL
	CT	OJT	WEX	SERVICE	INTENSIVE SERVICES	CEE	VEP	
OCT.						9993		9993
NOV.						9822		9822
DEC.						9822		9822
JAN.						9822		9822
FEB.						9822		9822
MAR.						9822		9822
APR.						9822		9822
MAY						9822		9822
JUNE						6659		6659
JULY								
AUG.								
SEPT.								
TOTAL						85406		85,406

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV	
OCT.	1001	1022	5,298	216		2,456		9993
NOV.	1001	1022	5,127	216		2,456		9822
DEC.	1001	1022	5,127	216		2,456		9822
JAN.	1001	1022	5,127	216		2,456		9822
FEB.	1001	1022	5,127	216		2,456		9822
MAR.	1001	1022	5,127	216		2,456		9822
APR.	1001	1022	5,127	216		2,456		9822
MAY	1001	1022	5,127	216		2,456		9822
JUNE	532	706	3,566	151		1,704		6659
JULY								
AUG.								
SEPT.								
TOTAL	8540	8,882	44,753	1879		21,352		85,406

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L. HOMWOLD
ASST. SUPT. PRO. ADMIN.
Name and Title of Authorized Official

Forrest L Homwold OCT 25 1979
Signature Date

For CETA Approval Only:

Jack O. Boyer 9-11-79
Accountant Date

Gregory L. Lucky 9-24-79
Principal Administrative Analyst Date

(CA [illegible] DIST DEF.)

SUBGRANTEE NAME AND ADDRESS

Yolo County Superindentent of Schools
425 Main Street
Woodland, CA 95695

OPERATING UNIT

DIV UNIT NO.

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
5,127	5,127	5,127	5,127	3,566			
216	216	216	216	151			
216	216	216	216	151			
1,022	1,022	1,022	1,022	706			
1,022	1,022	1,022	1,022	706			
2,456	2,456	2,456	2,456	1,704			
943	943	943	943	944			
292	292	292	292	295			
217	217	217	217	214			
62	62	62	62	60			
56	56	56	56	52			
111	111	111	111	112			
775	775	775	775	27			
8,821	8,821	8,821	8,821	6,127	0	0	0
1,001	1,001	1,001	1,001	532	0	0	0
9,822	9,822	9,822	9,822	6,659	0	0	0

(SUBGRANTEE)

SUBGRANTEE'S NAME AND ADDRESS

OPERATING BUDGET

CONTRACT NO. _____

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
373	373	373	373	193	0	0	0
385	385	385	385	201			
107	107	107	107	60			
18	18	18	18	11			
7	7	7	7	6			
44	44	44	44	23			
34	34	34	34	19			
4	4	4	4	1			
25	25	25	25	13			
16	16	16	16	7			
9	9	9	9	6			
17	17	17	17	5			
17	17	17	17	5			
0	0	0	0	0			
0	0	0	0	0			
14	14	14	14	15			
12	12	12	12	8			
2	2	2	2	7			
0	0	0	0	0			
0	0	0	0	0			
20	20	20	20	5			
17	17	17	17	5			
3	3	3	3	0			
16	16	16	16	12			
8	8	8	8	5			
8	8	8	8	7			
44	44	44	44	28			
29	29	29	29	17			
2	2	2	2	3			
4	4	4	4	7			
3	3	3	3	0			
6	6	6	6	1			
0	0	0	0	0			
0	0	0	0	0			
	0	0	0	0			
1,001	1,001	1,001	1,001	532	0	0	0

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Office of Education

425 Main Street

Woodland, California 95695

ADMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	3,177	373	373	373	373
SALARIES & WAGES	3,281	385	385	385	385
FRINGE BENEFITS	916	107	107	107	107
FICA	155	18	18	18	18
Workers' Compensation	62	7	7	7	7
Retirement	375	44	44	44	44
Health & Life Insurance	291	34	34	34	34
Unemployment Compensation Ins.	33	4	4	4	4
TRAVEL	213	25	25	25	25
Mileage Reimbursement	135	16	16	16	16
Out-of-Town Travel	78	9	9	9	9
CONSULTANT & PROFESSIONAL SERVICES	141	17	17	17	17
Bookkeeping	141	17	17	17	17
Legal	0	0	0	0	0
Program Tech. Assist.	0	0	0	0	0
SPACE COST	127	14	14	14	14
Rental of Land & Buildings	104	12	12	12	12
Utilities	23	2	2	2	2
Janitorial Services	0	0	0	0	0
Repairs to Buildings	0	0	0	0	0
CONSUMABLE SUPPLIES	165	20	20	20	20
Office Supplies	141	17	17	17	17
Cleaning & Janitorial Supplies	24	3	3	3	3
COMMUNICATION COST	140	16	16	16	16
Telephone & Telegraph	69	8	8	8	8
Postage	71	8	8	8	8
OTHER COST	380	44	44	44	44
Photocopy & Xerox	249	29	29	29	29
Rental - Office Equipment	19	2	2	2	2
Maintenance & Repair -Equipment	39	4	4	4	4
Fid. & Gen. Insurance	24	3	3	3	3
Tel. Expenses	49	6	6	6	6
EQUIPMENT	0	0	0	0	0
Office Equipment	0	0	0	0	0
Office Furniture & Fix.	0	0	0	0	0
TOTAL					

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Superintendent of Schools

425 Main Street

Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO. _____

CAREER EMPLOYMENT EXP. (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES	44,753	5,298	5,127	5,127	5,127
FRINGE BENEFITS	1,879	216	216	216	216
F.I.C.A.					
Workers' Comp. Ins.	1,879	216	216	216	216
P.S.E.					
Other					
ALLOWANCES	8,882	1,022	1,022	1,022	1,022
Basic	8,882	1,022	1,022	1,022	1,022
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Comp. Ins.					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES	21,352	2,456	2,456	2,456	2,456
Staff Salaries	8,488	943	943	943	943
Staff Fringe Benefits	2,631	292	292	292	292
Staff Travel	1,950	217	217	217	217
Special Program Tech. Assist.					
Space Cost	556	62	62	62	62
Supplies	500	56	56	56	56
Telephone	1,000	111	111	111	111
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost	6,227	775	775	775	775
TOTAL NON-ADMINISTRATIVE COST	76,866	8,992	8,821	8,821	8,821
ADMINISTRATIVE COST	8,540	1,001	1,001	1,001	1,001
TOTAL - CAREER EMPLOYMENT EXP.	85,406	9,993	9,822	9,822	9,822

BK

Subgrant Signature Sheet

Agreement/ Subgrant No. 79-355

Title IV-YETP

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Yolo County Superintendant of Schools Project MOVE

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Yolo County Superintendent of Schools - Project MOVE hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program : Project MOVE (Woodland-Winters YETP Program)

Mailing Address : 425 Main Street

City : Woodland, CA 95695 Phone: 666-0925

Program Director: Jesus M. Moreno

FILED
NOV - 1 1979
PETER McNAMEE, Clerk
By Dottie Mapelsen
Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurance and the Additional Assurances.

The term of the SUBGRANT shall begin on October 1, 1979

The term of the SUBGRANT shall end on September 30, 1980

The total amount of the SUBGRANT is $165,616

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Frank L. Potter	By Signature: XBetsy A. Marchand
Name and Title	Date: October 15, 1979
Name and Title: BETSY A. MARCHAND, CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA	Date: OCT 2 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Yolo County Superintendent of Schools hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yolo County Superintendent of Schools is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Program Narrative

(g) Operating Budget

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 1, 1979, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 165,616, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-355.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

X Robert C. Marchand
(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

Yolo County Superintendent of Schools
(Legal Name of SUBGRANTEE)

Jack L. Potter
(Signature of Authorized Officer)

October 15 1979
(Date)

Superintendent
(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

YOLO COUNTY SUPERINTENDENT OF SCHOOLS

Name of Subgrantee

Jack L. Potter

Authorized Signature

October 15, 1979

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Yolo County Superintendent of Schools
(Legal Name of SUBGRANTEE)

October 15 1979
(Date)

Jack L. Patton
(Signature of Authorized Officer)

Superintendent
(Title of Authorized Officer)

CONTRACT PROGRAM NARRATIVE

Project MOVE: Winters/Woodland
Title IV: Youth Employment and Training Program

This contract is designed to provide complimenting services to the Winters Joint Unified School District and the Woodland Joint Unified School District Youth Employment and Training Programs during the 1980 fiscal year. These services are summarized as follows:

Eligibility Determination and Verification

Project MOVE, as the coordinated intake unit for this prime sponsor, will provide all eligibility verification activities relative to student enrollment/participation.

Allowance Payment Provisions

In accordance with the comprehensive allowance payment system operated by Project MOVE, and described in the Project MOVE Title II-B contract narrative, Project MOVE will issue allowance checks for all participants.

Provision of Services

As the comprehensive service deliverer for Yolo County, Project MOVE will assist in the provision of selected counseling, testing, job search technique courses, and development of employability plans, upon request.

For the Woodland Joint Unified School District only, Project MOVE will also provide the following activities:

Work Experience

Project MOVE will select training sites that complement student's

occupational and academic goals, and will monitor training provision, develop employability plans, and pay wages/fringes to all participants.

Worksite Supervision

Project MOVE will provide all administrative and service support for the work experience portion of the program.

Coordination and Linkage Development

Project MOVE will conduct the required activities in close coordination with the Woodland School's staff, and will work closely with them to continually strengthen established linkages.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE IV OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE October 1, 1979

Subgrantee Name and Address:

Project MOVE
425 Main Street
Woodland, CA 95695

Contact Person Jesus M. Moreno
Phone 666-0925 Contract No. _____
Period: From 10-1-79 To 9-30-80
Program Name IV: Woodland/Winters YETP

MONTH	ACTIVITY							TOTAL
	CT	OJT	WEX	SERVICE	TRANSITION SERVICES	CEE	VEP	
OCT.						15,389		15,389
NOV.						15,389		15,389
DEC.						15,362		15,362
JAN.						15,535		15,535
FEB.						15,535		15,535
MAR.						15,535		15,535
APR.						17,234		17,234
MAY						17,262		17,262
JUNE						11,846		11,846
JULY						7,016		7,016
AUG.						7,016		7,016
SEPT.						12,497		12,497
TOTAL						165,616		165,616

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV	
OCT.	746	8,420	4,581	340		1,302		15,389
NOV.	746	8,420	4,581	340		1,302		15,389
DEC.	746	6,037	6,961	316		1,302		15,362
JAN.	746	8,563	4,581	343		1,302		15,535
FEB.	746	8,563	4,581	343		1,302		15,535
MAR.	746	8,563	4,581	343		1,302		15,535
APR.	746	7,875	6,961	350		1,302		17,234
MAY	746	10,258	4,581	375		1,302		17,262
JUNE	746	7,875	2,290	284		651		11,846
JULY	746	6,152	-0-	118		-0-		7,016
AUG.	746	6,152	-0-	118		-0-		7,016
SEPT.	752	8,541	2,291	261		652		12,497
TOTAL	8,958	95,419	45,989	3,531		11,719		165,616

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L HONNOLD
ASST. SUPT., PROJECT ADMIN
Name and Title of Authorized Official

Forrest L Honnold
Signature

79-10-25
Date Signed

For CETA Approval Only:

Accountant — 9-11-79 Date

Principal Administrative Analyst — 9-19-79 Date

YC 106 (10-78)

PERATING BUDGET
ONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS
Project MOV
425 Main Street
Woodland, CA 95695

DMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST					
SALARIES & WAGES	6,227	519	519	519	519
FRINGE BENEFITS	2,076	173	173	173	173
FICA	436	36	36	36	36
Workers' Compensation	104	9	9	9	9
Retirement	810	68	68	68	68
Health & Life Insurance	622	52	52	52	52
Unemployment Compensation Ins.	104	8	8	8	8
TRAVEL	194	16	16	16	16
Mileage Reimbursement	194	16	16	16	16
Out-of-Town Travel					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
ogram Tech. Assist.					
SPACE COST	161	13	13	13	13
Rental of Land & Buildings	161	13	13	13	13
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES	150	12	12	12	12
Office Supplies	150	12	12	12	12
Cleaning & Janitorial Supplies					
COMMUNICATION COST	150	13	13	13	13
Telephone & Telegraph	150	13	13	13	13
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair -Equipment					
Fid. & Gen. Insurance					
cl. Expenses					
EQUIPMENT					
Office Equipment					
Office Furniture & Fix.					
TOTAL	8,958	746	746	746	746

SUBGRANTEE'S NAME AND ADDRESS

Project MO[redacted]

425 Main Street

Woodland, CA 95695

OPERATING BUDGET

CON CT NO. _____

CAREER EMPLOYMENT EXP. (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES	45,989	4,581	4,581	6,961	4,581
FRINGE BENEFITS	3,531	340	340	316	343
F.I.C.A. =					
Workers' Comp. Ins.	3,531	340	340	316	343
P.S.E.					
Other					
ALLOWANCES	95,419	8,420	8,420	6,037	8,563
Basic	95,419	8,420	8,420	6,037	8,563
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Comp. Ins.					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES	11,719	1,302	1,302	1,302	1,302
Staff Salaries	7,722	859	859	859	859
Staff Fringe Benefits	2,084	234	234	234	234
Staff Travel	754	83	83	83	83
Special Program Tech. Assist.					
Space Cost	700	78	78	78	78
Supplies	159	13	13	13	13
Telephone	300	35	35	35	35
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
OTAL NON-ADMINISTRATIVE COST	156,658	14,643	14,643	14,616	14,789
DMINISTRATIVE COST	8,958	746	746	746	746
OT. - CAREER EMPLOYMENT EXP.	165,616	15,389	15,389	15,363	15,535

C 104g (rev. 10/78)

SUBGRANTEE'S NAME AND ADDRESS

Winters Joint Unified School District
47 Main Street
Winters, CA 95694

OPERATING BUDGET
CONTRACT NO. _____

ADMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST					
SALARIES & WAGES	2,789	232	232	232	232
FRINGE BENEFITS	415	35	35	35	35
FICA	168	14	14	14	14
Workers' Compensation	24	2	2	2	2
Retirement					
Health & Life Insurance	199	17	17	17	17
Unemployment Compensation Ins.	24	2	2	2	2
TRAVEL					
Mileage Reimbursement					
Out-of-Town Travel					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Tech. Assist.					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair -Equipment					
Fid. & Gen. Insurance					
Uncl. Expenses					
EQUIPMENT					
Office Equipment					
Office Furniture & Fix.					
TOTAL	3,204	267	267	267	267

(ADMINISTRATIVE SUBGRANTEE)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Winters Joint Unified School District

47 Main Street

Winters, CA 95694

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
232	232	232	232	232	232	232	237
35	35	35	35	35	35	35	30
14	14	14	14	14	14	14	14
2	2	2	2	2	2	2	2
17	17	17	17	17	17	17	12
2	2	2	2	2	2	2	2

SUBGRANTEE'S NAME AND ADDRESS

Winters Joint Unified School District

47 Main Street

Winters, CA 95694

OPERATING BUDGET

CONTRACT NO. _____

CAREER EMPLOYMENT EXP. (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Comp. Ins.					
P.S.E.					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Comp. Ins.					
TRAINING	8,826	268	268	267	268
Staff Salaries	4,949	150	150	150	150
Staff Fringe Benefits	104	3	3	3	3
Staff Travel	213	5	5	5	5
Special Program Tech. Assist.	600	19	19	19	19
Subcontractor Training Cost					
Classroom Space Cost					
Supplies	2,960	91	91	90	91
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES	708	59	59	59	59
Staff Salaries	632	52	52	52	52
Staff Fringe Benefits	76	7	7	7	7
Staff Travel					
Special Program Tech. Assist.					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
TOTAL NON-ADMINISTRATIVE COST	9,534	327	327	326	327
ADMINISTRATIVE COST	3,204	267	267	267	267
TOTAL - CAREER EMPLOYMENT EXP.	12,738	594	594	593	594

(OTHER ACTIVITIES)

OPERATING BUDGET

TRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Winters Joint Unified School District

47 Main Street

Winters, CA 95694

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
268	267	300	301	1,456	3,495	1,033	635
150	150	168	168	815	1,957	578	356
3	3	3	3	15	35	10	6
5	5	6	6	29	70	20	12
19	19	21	21	102	245	72	44
91	90	102	103	495	1,188	353	217
59	59	59	59	59	59	59	59
52	52	52	52	52	52	56	56
7	7	7	7	7	7	3	3
327	326	359	360	1,515	3,554	1,092	694
267	267	267	267	267	267	267	267
594	593	626	627	1,782	3,821	1,359	961

COUNTY OF YOLO

BK

Subgrant Signature Sheet

Title IV YCCIP

Agreement/ Subgrant No. 79-356

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Economic Opportunity Commission of Yolo County, Inc.

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Economic Opportunity Commission of Yolo County, Inc. hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program	: Economic Opportunity Commission of Yolo County, Inc.
Mailing Address	: 442 College Street
City	: Woodland, CA 95695 Phone: 441-6226
Program Director:	Audrey L. Smith

FILED
NOV - 1 1979
PETER McNAMEE, Clerk
By Vicki Mayhara Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is $16,219.

Approved for the SUBGRANTEE		Approved by the GRANTOR (PRIME SPONSOR)	
By Signature		By Signature	
Name and Title	Date	Name and Title	Date
Audrey L. Smith Executive Director	October 19, 1979	BETSY A. MARCHAND, Chairman Yolo County Board of Supervisors	OCT 2 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Economic Opportunity Commission of Yolo County, Inc. hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Economic Opportunity Commission of Yolo County, Inc. is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANT. This SUBRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Project Narrative

(g) Operating Buget

(h) Enrollment and Termination Summary

(i) Non-financial Agreement

(j) Special Conditions

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 1, 1979, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 16,219, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE's noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-356.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

X Betsey F. Marchand
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Economic Opportunity Commission of Yolo County, Inc.
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

October 19, 1979
(Date)

Executive Director
(Title of Authorized Officer)

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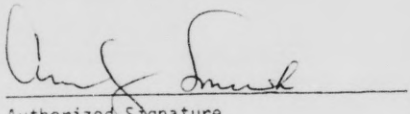
FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Economic Opportunity Commission
of Yolo County, Inc.

Name of Subgrantee



Authorized Signature

October 19, 1979

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For progr[redacted]of public service employment [redacted]r CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Economic Opportunity Commission of Yolo County, Inc.
(Legal Name of SUBGRANTEE)

October 19, 19 79
(Date)

(Signature of Authorized Officer)

Executive Director
(Title of Authorized Officer)

PROJECT NARRATIVE

I. SUMMARY

A total of 2,573 housing units in Yolo County are substandard. In the areas of the county there are approximately 746 substandard housing units in which families live and the rest of the units are within the county towns, communities and cities. Many of the families living in these units have annual incomes under $5,000 and they need immediate help with repairs and improvements.

This project proposes to train six economically disadvantaged youth, 16 thru 19 years of age, to weatherize houses for energy conservation and to make minor home improvements and repairs by use of the basic trades of carpentry, painting, plumbing and masonry work.

The project activities include complete minor repairs in carpentry, painting and plastering plumbing and weatherization on twenty housing units.

This project will also introduce the participants to the fundamentals of solar energy while giving them a working knowlege of its application. The participants will receive this training in a classroom setting and on the job by experienced and trained EOCYC staff. To obtain actual experience the participants will construct a solar greenhouse for the EOCYC Community Cannery. By participating in this activity, the trainees will gain knowledge in basic construction skills and various techniques in using solar energy.

While this activity will be of a great advantage to the participants, this project will in no way interfere with private contractors involved in the building of solar conductors since EOCYC is a nonprofit organization.

II. PROJECT APPROACH

A. Target Groups

This project will concentrate on having participants, both male and female, who are high school dropouts, whose families are from the low income sectors of the county. Participants will be of various ethnic backgrounds and academic levels with a desire to improve their economic positions.

These participants will be referrals from MOVE Project, screened and hired by EOCYC staff. Through the coordinated efforts of EOCYC and MOVE staff, a balance of male/female and ethnic minorities will be achieved.

B. Tangible Outputs

Houses to be repaired and weatherized will be selected from referrals made by the Yolo County Department of Social Services,

from applications made by individuals in response to public advertising and outreach efforts and referrals made by other EOCYC programs.

The owners and occupants of these homes must meet the poverty guidelines established by the Community Services Administration and published in the May 7, 1979 Federal Register. EOCYC client target groups for this project will be owner occupied homes, elderly and handicapped persons.

Recipients of these services will be selected by EOCYC staff according to condition of dwelling, need, family income and beneficial factors related to the repairs. An average of two homes will be repaired and/or weatherized each month during the project.

C. Benefits

The participants as an intregal part of the program must be enrolled in a school program or training that will lead to a diploma, GED Certificate or other certificate enabling them to pursue gainful employment. Though participants are encouraged to complete their academic career emphasis is placed on applicable areas of trainee deficiencies in obtaining gainful employment.

Classroom style training is provided to participants in basic construction and weatherization skills, employee rights and responsibilities, tool and equipment use and safety and techniques to obtain employment.

Personnel from the current project will continue to provide quality instruction in areas of basic construction skills and weatherization techniques. In addition, they will provide workshops in various other areas of interests in the construction field. The staff has received extensive training in current operational construction skills. The Project Director possess a California Lifetime Teaching Credential and is experienced in conducting training and workshops. The crew supervisor has worked with EOCYC in various weatherization programs/services for three years and possess other valuable construction skills gained from employment in private concerns.

D. Positive Futures

All participants will be kept continually informed of positions available in unsubsidized employment and will be given whatever special training they may need to qualify for such positions. Probable employers will be kept informed of the capabilities of the project participants and will be urged to accept them as employees.

It is expected that in the course of the year a total of ten youths will participate in the project. Three of these will leave for non-positive reasons; two will enter unsubsidized employment in other areas and two will either find employment in the construction fields or enter apprenticeship programs. Three will have positive terminations to either return to school or to accept a position within the agency.

Previous participants have obtained gainful unsubsidized employment with mobile home and other private manufacturers. These placements have been in either an apprenticeship program or in regular skilled employment.

Private employers in construction fields welcome referrals of trainees from EOCYC due to the concentrated instruction they receive.

III. COORDINATION AND LINKAGES

The EOCYC has the Yolo County Board of Supervisors as its Governing Board and an Administering Board comprised of representatives from the low income population, and private and public concerns. Through this relationship the project participants can receive instructional assistance and on completion of their training some job entry assistance.

The Yolo County Department of Social Services will provide work site referrals and repair materials to a maximum of $500 for each home to be repaired.

Through coordination with MOVE, MOVE provides job referral service and counseling to those trainees who complete the program.

YCCIP will be monitored and evaluated by the Yolo County Manpower Administration in conjunction with Project MOVE.

Operating Budget

A. Administration

Project Director Salary - $11,280 annualized 14.5% of the time	$ 1,638
Fringe Benefits 16% of $1,638	$ 262
TOTAL ADMINISTRATION	$ 1,900

B. Training and Services

Project Director/Trainee - $11,200 annualized 14.5% of the time	$ 1,638
Fringe Benefits 16% of $1,638	$ 262
Supervisor/Leader Salary - $700 per month X 12 months	$ 8,400
Fringe Benefits - 16% of $8,400	$ 1,344
Work Site Rent - $75 per month X 12 months	$ 900
Tools and Supplies for housing repairs	$ 1,200
Training Supplies	$ 575
TOTAL TRAINING AND SERVICES COSTS	$14,319
TOTAL BUDGET (Financial Amount)	$16,219

[redacted]ROLLMENT AND TERMINATION PL[redacted]

Monthly Schedule

Title IV YCCIP

[X] Original
[ ] Revision #
[ ] Corresponds to A.P. Mod. #

Program Economic Opportunity Commission of Yolo Co., Inc.

Fiscal Year 1980

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	7	7	7	7	8	9	9	10	10	10	10	10
B. Total Enrollments by Month	7	0	0	0	1	1	0	1	0	0	0	0
1. New Enrollment	7				1	1						
2. Title and Subpart Transfers												
3. Carried Over Last Year	0											
4. Intratitle (Another Activity)												
C. Total Terminations by Month	0	1	0	0	1	1	0	1	0	0	0	7
1. Entering Employment												4
a. Direct Prime												0
b. Direct ES												0
c. Indirect												4
d. Indirect (Other)												0
2. Title and Subpart Transfers												0
3. Additional Positive												3
a. School												3
b. Other Manpower												0
c. Non-placement Objective Completed												0
4. Other	0	1	0	0	1	1	0	1	0	0	0	0
5. Intratitle												
D. CURRENT ENROLLMENT	7	6	6	6	6	6	6	6	6	6	6	0

Significant Segments Enrolled - Cumulative												
A. Male .7	5	5	5	5	6	6	6	7	7	7	7	7
B. Female .3	2	2	2	2	2	3	3	3	3	3	3	3
C. 19 & Under 1.0	7	7	7	7	8	9	9	10	10	10	10	10
D. White .3	2	2	2	2	2	3	3	3	3	3	3	3
E. Black .1	1	1	1	1	1	1	1	1	1	1	1	1
F. Hispanic .6	4	4	4	4	5	5	5	6	6	6	6	6
G. Asian/Pacific Islander Ø	0	0	0	0	0	0	0	0	0	0	0	0
H. American Indian Ø	0	0	0	0	0	0	0	0	0	0	0	0
I. High School Dropouts .6	4	4	4	4	5	5	5	6	6	6	6	6

NON-FINANCIAL AGREEMENT

The portions of the budget which are paid directly to program participants and pay the Worker's Compensation for program participants, the 2% portion for program participant payroll administrative costs, and the 5% portion for services provided to the program by Project M.O.V.E., shall constitute a non-financial portion of this agreement. The contractual amount is $ 16,219. The non-financial agreement amount is $ 42,126.

Approved for the SUBGRANTEE

(Signature of Authorized Officer)

Economic Opportunity Commission of Yolo County, Inc.
(Legal Name of Subgrantee

October 19, 1979
(Date)

APPROVED FOR THE PRIME SPONSOR

(Signature of Authorized Officer)

Betsy A. Marchand, Chairman
Yolo County Board of Supervisors

OCT 2 1979
(Date)

Special Conditions

The Economic Opportunity Commission of Yolo County, Inc., as SUBGRANTEE, agrees to restrict all residential home weatherization and repair activities funded under this SUBGRANT to low income owner occupied housing as defined in 20 CFR 675.4. SUBGRANTEE shall verify the eligibility of the low income homeowners to receive services funded under this SUBGRANT using forms approved by the Yolo County Manpower Administration. Forms verifying low income, owner occupied status of the homes receiving home repair and weatherization services under this SUBGRANT are subject to record retention provisions set forth under 20 CFR 676.35 and 41 CFR 29-70.203.

(Authorized Signature)

Economic Opportunity Commission
of Yolo County, Inc.

(Legal Name of SUBGRANTEE)

October 19, 1979

(Date)

COUNTY OF YOLO

Bk.

Subgrant Signature Sheet

Title IV YCCIP

Agreement/ Subgrant No. 79-357

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Yolo County Superintendent of Schools

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Yolo County Superintendent of Schools hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program	: Yolo County Superintendent of Schools - Project MOVE/YCCIP
Mailing Address	: 313 Fourth Street
City	: Woodland, CA 95695 Phone: 666-0925
Program Director:	Jesus M. Moreno

FILED
NOV - 1 1979
PETER McNAMEE, Clerk
By Vicki Nieppana Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979

The term of the SUBGRANT shall end on September 30, 1980

The total amount of the SUBGRANT is $42,126

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Jack L. Potter	By Signature: X Betsy A. Marchand
Name and Title	Date: October 15, 1979
Name and Title: BETSY A. MARCHAND, Chairman Yolo County Board of Supervisors	Date: OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Yolo County Superintendent of Schools hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yolo County Superintendent of Schools is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANT. This SUBRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) YCCIP Program Summary

(g) Employment and Training Summary

(h) Operating Budget

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 1, 1979, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 42,126, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

//////

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-357.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marshall
(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

Yolo County Superintendent of Schools
(Legal Name of SUBGRANTEE)

Sarah E. Potts
(Signature of Authorized Officer)

October 15 1979
(Date)

Superintendent
(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

YOLO COUNTY SUPERINTENDENT OF SCHOOLS

Name of Subgrantee

Authorized Signature

October 15, 1979

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Yolo County Superintendent of Schools
(Legal Name of SUBGRANTEE)

October 17 1979
(Date)

Paul R. Potter
(Signature of Authorized Officer)

Superintendent
(Title of Authorized Officer)

YCCIP PROGRAM SUMMARY

A. Participant Recruitment and Selection

A well defined process has been established by Project MOVE and the Economic Opportunity Commission for the recruitment and selection of participants. The process includes the following steps:

1. Recruitment

Project MOVE will actively recruit and identify potentially eligible YCCIP participants via linkages with community agencies, educational institutions, the new media, and current MOVE SYEP participants in need of additional skills training.

2. Eligibility Determination

Eligibility for program participation will be determined by Project MOVE's Intake Worker. An initial assessment of the client's immediate needs and goals will also be examined at this time.

3. Referral to EOC

Eligible applicants will be referred to EOC for screening and selection. All applicants will be interviewed by a panel consisting of both MOVE and EOC staff members. The final selection of participants will be made by EOC.

4. Orientation

Project MOVE and EOC will provide a joint orientation for selected program participants. Enrollees will gain a knowledge and understanding of program goals, expectations and supportive services available at Project MOVE. Additional assessment and the development of the employability plan will also be completed at this time.

5. Employment Development Workshops

Workshops will be provided by Project MOVE on a monthly basis for all program participants. Topics covered will include:

a. Vocational Interest Testing
b. Occupational/Career Exploration
c. Labor Market Information
d. Job Search Techniques
e. Job Retention

Priority will be given to the recruitment of participants with the following characteristics:

1. School Dropout
2. Probation Record
3. Limited English Speaking Ability
4. Single head of household

See appendix A for the breakdown of significant segments targeted for this program.

B. Supportive Services

A wide range of supportive services are available at Project MOVE to assist participants in meeting their needs. These services include:

1. Personal Counseling
2. Vocational Counseling
3. Vocational Evaluation
4. Agency referrals
5. Assistance in meeting immediate needs such as housing, medi-cal, care food, clothing, and legal aide

Arrangements have been made with EOC to refer enrollees to MOVE for the provision of these services through out participation in the program. A referral form will be completed by the EOC staff member to designate the type of service needed (See Appendix B). Once the service has been rendered, the bottom portion of the form will be completed by Project MOVE and returned to EOC. The form will be retained in the participant's folder.

C. Payroll System

Appendix C details the payroll procedures followed by Project MOVE. Appendix D is a copy of the time card filled out for each enrollee on the first and fifteenth of every month. This card will be authorized by the EOC Training supervisor as well as the MOVE Youth Training Specialist to verify the accurateness of the time recorded.

D. Coordination with Other Activities

Upon program completion, YCCIP participants will be assisted in seeking permanent unsubsidized employment by the MOVE Youth Training Staff. The folder will be transfered from EOC to the MOVE office during placement efforts. All of MOVE's various placement activities and services will be available to enrollees until employment is obtained. See Appendix E for the delineation of MOVE and EOC responsibilities.

Appendix A

YCCIP
Significant Segments

Characteristics	Percent to be Served
Male	70
Female	30
Black	10
White	30
Mexican-American/Hispanic	60
Drop outs	60

Appendix B

YCCIP

Referral for Services

EOC —— MOVE

(To be completed by EOC Staff)

Name of Client: _____

Address: _____

City: _____

Phone: _____

Age: _____

Vocational Goal: _____

Date: _____

Summary of Client Needs:

Please Check Services Desired:

__Personal Counseling
__Vocational Counseling
__Vocational Interest Testing
__Vocational Evaluation
__Occupational/Career Exploration
__Job Retention Counseling
__Emergency survival needs (housing, legal, food, clothing etc.)
__Employability Plan Revision

(To Be Completed By MOVE Staff)

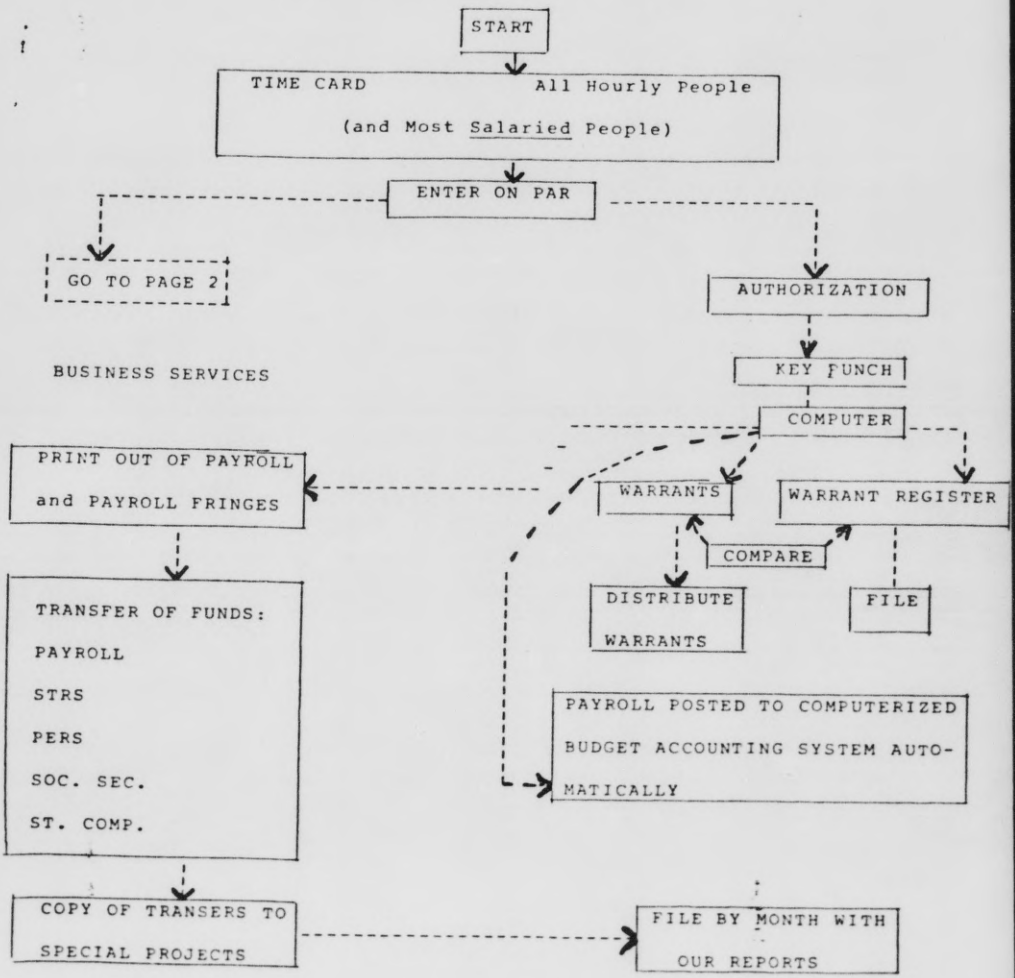
Date:

Summary of Services Provided:

Signature of MOVE Staff _____

APPENDIX

PAYROLL MECHANICS



ENROLLMENT AND TERMINATION PL

Monthly Schedule

Title IV YCCIP

[X] Original
[ ] Revision #
[ ] Corresponds to A.P. Mod. #

Program Economic Opportunity Commission of Yolo Co., Inc.

Fiscal Year 1980

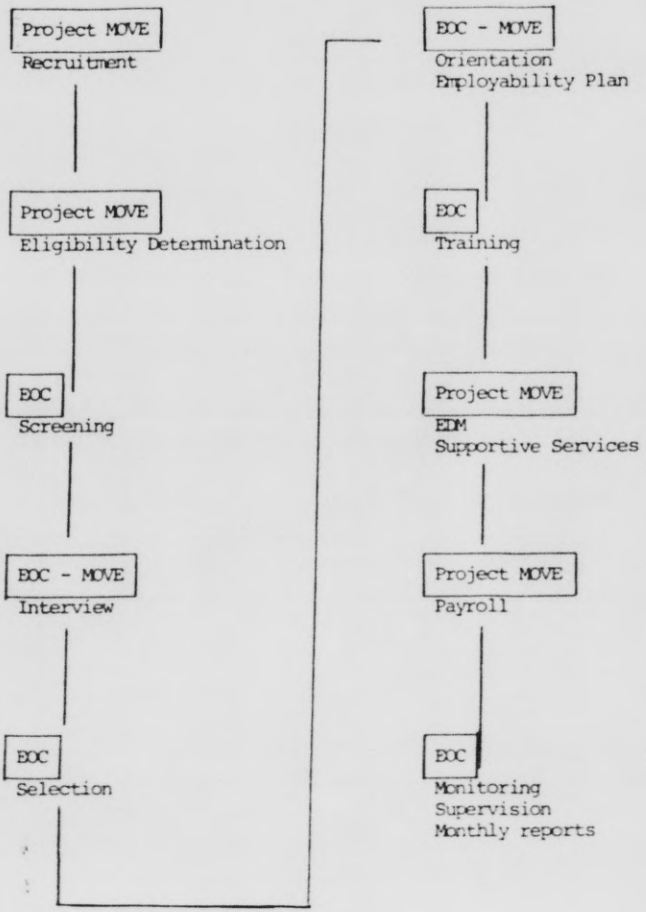
ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	7	7	7	7	8	9	9	10	10	10	10	10
B. Total Enrollments by Month	7	0	0	0	1	1	0	1	0	0	0	0
1. New Enrollment	7				1	1						
2. Title and Subpart Transfers												
3. Carried Over Last Year	0											
4. Intratitle (Another Activity)												
C. Total Terminations by Month	0	1	0	0	1	1	0	1	0	0	0	7
1. Entering Employment												4
a. Direct Prime												0
b. Direct ES												0
c. Indirect												4
d. Indirect (Other)												0
2. Title and Subpart Transfers												0
3. Additional Positive												3
a. School												3
b. Other Manpower												0
c. Non-placement Objective Completed												0
4. Other	0	1	0	0	1	1	0	1	0	0	0	0
5. Intratitle												
D. CURRENT ENROLLMENT	7	6	6	6	6	6	6	6	6	6	6	0

Significant Segments Enrolled - Cumulative												
A. Male .7	5	5	5	5	6	6	6	7	7	7	7	7
B. Female .3	2	2	2	2	2	3	3	3	3	3	3	3
C. 19 & Under 1.0	7	7	7	7	8	9	9	10	10	10	10	10
D. White .3	2	2	2	2	2	3	3	3	3	3	3	3
E. Black .1	1	1	1	1	1	1	1	1	1	1	1	1
F. Hispanic .6	4	4	4	4	5	5	5	6	6	6	6	6
G. Asian/Pacific Islander Ø	0	0	0	0	0	0	0	0	0	0	0	0
H. American Indian Ø	0	0	0	0	0	0	0	0	0	0	0	0
I. High School Dropouts .6	4	4	4	4	5	5	5	6	6	6	6	6

Appendix E

DELINIATION OF RESPONSIBILITIES

MOVE - EOC



Operating Budget

Administration

Payroll @ 2% of total to be subgranted	$ 1,167

Payments to Participants

Six (6) participants @ $2.90 per hour for 40 hours per week for Novermber and December	$ 5,568
Six (6) participants @ $3.10 per hour for 40 hours per week for January thru September	$29,016
Fringe Benefits @ 10%	$ 3,458
	$38,042

Training and Services

Project M.O.V.E. services @ 5% of the total to be subgranted	$ 2,917

Total Budget	$42,126

COUNTY OF YOLO

BK

Subgrant Signature Sheet

Resainded by M.O. 80-2, #148

Title IID PSE

Agreement/ Subgrant No. 79-358

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Butte County Superintendent of Schools

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Butte County Superintendent of Schools hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program : Butte County Superintendent of Schools/Migrant Education Region II

Mailing Address : 2060 Third Street

FILED

City : Oroville, CA 95965

NOV - 1 1979

Phone: 533-2333

PETER McNAMEE, Clerk

Program Director: Duane G. Powers

By Birdie Mayhew
Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is $30,192.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Duane G. Powers	By Signature: Betsy A. Marchand
Name and Title: Butte Co. Supt. of Schools	Name and Title: BETSY A. MARCHAND, Chairman Yolo County Board of Supervisors
Date: OCT 2 1979	Date: OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Butte County Superintendent of Schools hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Butte County Superintendent of Schools is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Operating Budget

(g) Position Listing

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 1, 1979, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 30,192, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-358.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

Betsey G. Marchand
(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

Butte County Superintendent of Schools
(Legal Name of SUBGRANTEE)

Duane C. Powers
(Signature of Authorized Officer)

Butte Co. Supt. of Schools
Duane C. Powers, Supt.
(Title of Authorized Officer)

OCT 20 1979 19
(Date)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Butte County Superintendent of Schools
(Legal Name of SUBGRANTEE)

OCT 2 0 1979 19
(Date)

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Butte Co. Supt. of Schools
Duane D. Powers, Supt.

Name of Subgrantee

Duane D. Powers

Authorized Signature

OCT 29 1979

Date

Room 102, Yolo County Courthouse, Woodland, California 95695

C[illegible] TITLE II-D OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE September 6, 1979

Subgrantee Name and Address:
Butte County Superintendent of Schools
(Migrant Education, Region II)
2060 Third Street
Oroville, CA 95965

Contact Person Duane G. Powers
Phone 533-2331 Contract No. _____
Period: From 10-1-79 To 9-30-80
Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			2,486					2,486
NOV.			2,486					2,486
DEC.			2,486					2,486
JAN.			2,486					2,486
FEB.			2,486					2,486
MAR.			2,486					2,486
APR.			2,546					2,546
MAY			2,546					2,546
JUNE			2,546					2,546
JULY			2,546					2,546
AUG.			2,546					2,546
SEPT.			2,546					2,546
TOTAL			30,192					30,192

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			1,960	526			2,486
NOV.			1,960	526			2,486
DEC.			1,960	526			2,486
JAN.			1,960	526			2,486
FEB.			1,960	526			2,486
MAR.			1,960	526			2,486
APR.			2,008	538			2,546
MAY			2,008	538			2,546
JUNE			2,008	538			2,546
JULY			2,008	538			2,546
AUG.			2,008	538			2,546
SEPT.			2,008	538			2,546
TOTAL			23,808	6,384			30,192

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

[illegible] Superintendent of Schools
Name and Title of Authorized Official

Jack C. Boyer 9-11-79
Accountant Date

[illegible] 9-28-79
Signature Date

[illegible] 9-28-79
Principal Administrative Analyst Date

YC 108 (10-78)

Position Listing

Title II-D

Butte County Superintendent of Schools

Position	Salary 10-1-79 to 9-30-80	Benefits	Total
1 Identification/Recruitment Aide 12 mo. @ 690/264	$ 8,280	$3,168	$11,448
2 Health Aide 12 mo. @ 647/134	15,528	3,216	18,744
3	$23,808	$6,384	$30,192

BK.

Subgrant Signature Sheet

Title IJD PSE

Agreement/ Subgrant No. 79-359

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	City of Davis

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the City of Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program	: City of Davis
Mailing Address	: 226 F Street
City	: Davis, CA 95616
Program Director: Ayad Munir	

FILED
OCT 16 1979
PETER McNAMEE, Clerk
By Becky Wright Deputy
Phone: 756-3740 X25

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is $63,852.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Howard L. Bere	By Signature: Betsy G. Marchand
Name and Title: Howard L. Bere, City Manager	Name and Title: BETSY A. MARCHAND, Chairman, Yolo County Board of Supervisors
Date: 10-10-79	Date: OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the City of Davis hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The City of Davis is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Operating Budget

(g) Position Listing

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 1, 1979, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 63,852, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-359.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

Betty C. Marshall
(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

City of Davis
(Legal Name of SUBGRANTEE)

Howard A. Rose
(Signature of Authorized Officer)

10-10-1979
(Date)

City Manager
(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

City of Davis

Name of Subgrantee

Howard S. Rice

Authorized Signature

10-10-79

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in a promotional line that will in any way change in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

City of Davis
(Legal Name of SUBGRANTEE)

10-10-1979
(Date)

(Signature of Authorized Officer)

City Manager
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II-D OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE September 5, 1979

Subgrantee Name and Address:

City of Davis
226 F Street
Davis, CA 95616

Contact Person Ayad Munir
Phone 756-3740 (X35) Contract No. _____
Period: From 10-1-79 To 9-30-80
Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			5,192					5,192
NOV.			5,192					5,192
DEC.			5,192					5,192
JAN.			5,192					5,192
FEB.			5,192					5,192
MAR.			5,192					5,192
APR.			5,450					5,450
MAY			5,450					5,450
JUNE			5,450					5,450
JULY			5,450					5,450
AUG.			5,450					5,450
SEPT.			5,450					5,450
TOTAL			63,852					63,852

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			4,229	963			5,192
NOV.			4,229	963			5,192
DEC.			4,229	963			5,192
JAN.			4,229	963			5,192
FEB.			4,229	963			5,192
MAR.			4,229	963			5,192
APR.			4,439	1,011			5,450
MAY			4,439	1,011			5,450
JUNE			4,439	1,011			5,450
JULY			4,439	1,011			5,450
AUG.			4,439	1,011			5,450
SEPT.			4,439	1,011			5,450
TOTAL			52,008	11,844			63,852

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Edward L Rose City Manager
Name and Title of Authorized Official

Edward L Rose 10-11-79
Signature Date

For CETA Approval Only:

Accountant 9-20-79
Date

Principal Administrative Analyst 9-20-79
Date

108 (10-78)

Position Listing

Title II-D

City of Davis

Position	Salary 10-1-79 to 9-30-80	Benefits 9-30-80	Total
2 Custodian 12 mo. @ 779/177	$18,696	$ 4,248	$22,944
3 Typist Clerk 12 mo. @ 702/157	25,272	5,652	30,924
1 Parking Enforcement Officer Trainee 12 mo. @ 670/162	8,040	1,944	9,984
6	$52,008	$11,844	$63,852

BK.

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 79-360

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	City of Winters

This SUBGRANT is entered into by the PRIME SPONSOR hereinafter referred to as the GRANTOR and the City of Winters hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of this agreement.

FILED

NOV 27 1979

PETER McNAMEE, Clerk

By Peter Mayshara Deputy

Program : City of Winters	
Mailing Address : P. O. Box 457	
City : Winters, CA 95694	Phone: 795-4910
Program Director: Mike Jones	

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is $41,616.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Michael E. Jones	By Signature: Betsy A. Marchand
Name and Title: MICHAEL E. JONES, Administrator/Planner	Name and Title: BETSY A. MARCHAND, Chairman, Yolo County Board of Supervisors
Date: 11/20/79	Date: OCT 2 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the City of Winters hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The City of Winters is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Operating Budget

(g) Position Listing

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 1, 1979, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 41,616, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE's noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-360.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

R. Bob Fu Marchand
(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

City of Winters
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

11/20 19 79
(Date)

ADMINISTRATOR/PLANNER
(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

CITY OF WINTERS

Name of Subgrantee

Authorized Signature

11/20/79

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in any promotional line that will displace in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

City of Winters
(Legal Name of SUBGRANTEE)

11/20 1979
(Date)

Michael P. Jones
(Signature of Authorized Officer)

Administrator/Planner
(Title of Authorized Officer)

500 First Street, Woodland, CA 95695

CETA TITLE III OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE 9-5-79

Subgrantee Name and Address:
City of Winters
P. O. Box 457
Winters, CA 95694

Contact Person Mike Jones
Phone 795-4910 Contract No. _____
Period: From 10-1-79 To 9-30-80
Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			3,384					3,384
NOV.			3,384					3,384
DEC.			3,384					3,384
JAN.			3,384					3,384
FEB.			3,384					3,384
MAR.			3,384					3,384
APR.			3,552					3,552
MAY			3,552					3,552
JUNE			3,552					3,552
JULY			3,552					3,552
AUG.			3,552					3,552
SEPT.			3,552					3,552
TOTAL			41,616					41,616

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			2,508	876			3,384
NOV.			2,508	876			3,384
DEC.			2,508	876			3,384
JAN.			2,508	876			3,384
FEB.			2,508	876			3,384
MAR.			2,508	876			3,384
APR.			2,632	920			3,552
MAY			2,632	920			3,552
JUNE			2,632	920			3,552
JULY			2,632	920			3,552
AUG.			2,632	920			3,552
SEPT.			2,632	920			3,552
TOTAL			30,840	10,776			41,616

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

MICHAEL E. JONES
ADMINISTRATOR/PLANNER
Name and Title of Authorized Official

Michael E. Jones 11/20/79
Signature Date

For CETA Approval Only:

X Jack A. Boyer 10-4-79
Accountant Date

X Lenore L. Illegible 10-4-79
Principal Administrative Analyst Date

YC 108 (10-78)

POSITION LISTING
TITLE IID
CITY OF WINTERS

	POSITION		SALARY 10-1-79 to 9-30-80	BENEFITS	TOTAL
One	Clerk Typist 12 mos. @ 697/283		$ 8,364	$ 3,396	$11,760
One	Dispatcher Clerk 12 mos. @ 635/205		7,620	2,460	10,080
Two	Police Service Aide 12 mos. @ 619/205		14,856	4,920	19,776
Four		Total	$30,840	$10,776	$41,616

COUNTY OF YOLO

RECEIVED DEC 2 7 1979

Subgrant Signature Sheet

Agreement/ Subgrant No. 79-361

Title IID PSE

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	City of Woodland

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the City of Woodland hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

DEC 2 7 1979

PETER McNAMEE, Clerk

By [illegible] Deputy

Program	: City of Woodland
Mailing Address	: Parks & Rec. Dept., 1017 Main Street
City	: Woodland, CA 95695
Phone:	662-5416
Program Director:	Kris Kristensen

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is $135,396.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Thos. A. Peterson	By Signature: Betsy A. Marchand
Name and Title: Thomas A. Peterson, City Manager/Woodland	Name and Title: BETSY A. MARCHAND, Chairman, Yolo County Board of Supervisors
Date: 12/26/79	Date: OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the City of Woodland hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The City of Woodland is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Operating Budget

(g) Position Listing

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 1, 1979, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 135,396, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

//////

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE's noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-361.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

City of Woodland
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

December 26 1979
(Date)

City Manager
(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

City of Woodland
(Legal Name of SUBGRANTEE)

December 26 1979
(Date)

Thos. A. Fleiss
(Signature of Authorized Officer)

City Manager
(Title of Authorized Officer)

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

City of Woodland
Name of Subgrantee

Thos. A. Stetson
Authorized Signature

December 26, 1979
Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II-D OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE September 4, 1979

Subgrantee Name and Address:

City of Woodland
Parks & Recreation Dept.
1017 Main Street
Woodland, CA 95695

Contact Person John A. Suhr
Phone 662-5416 (X59) Contract No. _____
Period: From 10-1-79 To 9-30-80
Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			10,734					10,734
NOV.			10,734					10,734
DEC.			10,734					10,734
JAN.			11,267					11,267
FEB.			11,267					11,267
MAR.			11,267					11,267
APR.			11,267					11,267
MAY			11,267					11,267
JUNE			11,267					11,267
JULY			11,864					11,864
AUG.			11,864					11,864
SEPT.			11,864					11,864
TOTAL			135,396					135,396

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			8,320	2,414			10,734
NOV.			8,320	2,414			10,734
DEC.			8,320	2,414			10,734
JAN.			8,733	2,534			11,267
FEB.			8,733	2,534			11,267
MAR.			8,733	2,534			11,267
APR.			8,733	2,534			11,267
MAY			8,733	2,534			11,267
JUNE			8,733	2,534			11,267
JULY			9,162	2,702			11,864
AUG.			9,162	2,702			11,864
SEPT.			9,162	2,702			11,864
TOTAL			104,844	30,552			135,396

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Thomas A. Peterson
City Manager
Name and Title of Authorized Official

Thos. A. Peterson 12/24/79
Signature Date

For CETA Approval Only:

Accountant 9-6-79
Date

Principal Administrative Analyst 9-26-79
Date

108 (10-78)

Position Listing

Title II-D

City of Woodland

Position	Salary 10-1-79 to 9-30-80	Benefits	Total
2 Account Clerk 12 mo. @ 693/128	$ 16,632	$ 3,072	$ 19,704
1 Dispatcher Clerk 12 mo. @ 693/128	8,316	1,536	9,852
5 Parks Maintenance Worker 12 mo. @ 870/262	52,200	15,720	67,920
4 Parks Maintenance Worker Trainees 12 mo. @ 577/213	27,696	10,224	37,920
12	$104,844	$30,552	$135,396

COUNTY OF YOLO

Bk

Subgrant Signature Sheet

Title II D PSE

Agreement/ Subgrant No. 79-362

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Planned Parenthood Association of Yolo County

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and The Planned Parenthool Association of Yolo County hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program	: Planned Parenthood Association of Yolo County
Mailing Address	: 327 College Street
City	: Wooldand, CA 95695 Phone: 662-4646
Program Director:	Emily Gray

FILED
NOV - 1 1979
PETER McNAMEE, Clerk
By Patricia Clayphane Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is $19,104.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature: Betsy A. Marchand
Name and Title: Lucille Freeman, Executive Director — Date: 9-17-79	Name and Title: Betsy A. Marchand, Chairman Board of Supervisors — Date: OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Planned Parenthood Association of Yolo County hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Planned Parenthood Association of Yolo County is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Operating Bidget

(g) Position Listings

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 1, 1979, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 19,104, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE's noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-362.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

Betty J. Marshall
(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

Planned Parenthood Association of Yolo Count
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Date) 19__ (Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Planned Parenthood Assoc. of Yolo County

Name of Subgrantee

Authorized Signature

10/10/79

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For prog[redacted] of public service employment [redacted]er CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Planned Parenthood Association of Yolo County 10/10 19 77
(Legal Name of SUBGRANTEE) (Date)

(Signature of Authorized Officer)

(Title of Authorized Officer)

Room 102, Yolo County Courthouse, Woodland, California 95695

TITLE II-D OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE September 4, 1979

Subgrantee Name and Address:
Planned Parenthood Assoc. of Yolo Co.
327 College Street
Woodland, CA 95695

Contact Person Emily Gray
Phone 662-4646 Contract No. _____
Period: From 10-1-79 To 9-30-80
Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			1,518					1,518
NOV.			1,518					1,518
DEC.			1,518					1,518
JAN.			1,562					1,562
FEB.			1,562					1,562
MAR.			1,562					1,562
APR.			1,644					1,644
MAY			1,644					1,644
JUNE			1,644					1,644
JULY			1,644					1,644
AUG.			1,644					1,644
SEPT.			1,644					1,644
TOTAL			19,104					19,104

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			1,226	292			1,518
NOV.			1,226	292			1,518
DEC.			1,226	292			1,518
JAN.			1,262	300			1,562
FEB.			1,262	300			1,562
MAR.			1,262	300			1,562
APR.			1,324	320			1,644
MAY			1,324	320			1,644
JUNE			1,324	320			1,644
JULY			1,324	320			1,644
AUG.			1,324	320			1,644
SEPT.			1,324	320			1,644
TOTAL			15,408	3,696			19,104

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Accountant — Date 9-6-79

Signature — Date

Principal Administrative Analyst — Date 9-19-79

YC 108 (10-78)

Position Listing

Title II-D

Planned Parenthood Association of Yolo County

Position	Salary 10-1-79 to 9-30-80	Benefits	Total
2 Clinic Aide Trainee 12 mo. @ 642/154	$15,408	$3,696	$19,104
2	$15,408	$3,696	$19,104